

The complaint

Miss A has complained about the delay in her car being repaired after she made a claim under her motor insurance policy with West Bay Insurance Plc.

Miss A dealt with West Bay's claim handling agent during the course of her claim, but I've only referred mainly to West Bay in this decision for the sake of ease.

What happened

Miss A's car was damaged in an accident in the middle of January 2022 and she contacted her broker to make a claim under her policy. Her broker acted for West Bay and arranged for the car to be taken to a place of safe storage. There were then delays in getting the car to one of West Bay's approved repairers. Miss A then kept calling West Bay to find out what was happening with regards to the repairs to her car. She was advised several times by West Bay's claims handling agent that they were awaiting a decision from West Bay on these. In the end, Miss A complained to West Bay. They issued a final response to Miss A on 30 March 2023, in which they apologised for their poor communication and agreed to pay £75 in compensation.

Miss A still wasn't happy and asked us to consider her complaint about West Bay. One of our investigator's did this. She made it clear she was only considering the period up to West Bay's final response letter of 30 March 2023 and that Miss A would need to make a further complaint about anything that had happened after this. She said Miss A's complaint should be upheld and that West Bay should prioritise the repairs to her car. Also, she thought they should pay a further £200 in compensation for the distress and inconvenience Miss A had experienced and cover what she paid to hire a car between 15 February and 30 March 2023.

West Bay agreed to pay the additional compensation, but not the hire costs. They said Miss A's policy made it clear that she'd only get a courtesy car if their approved repairer had one available, so they don't consider they're responsible for the fact Miss A was without a car.

As West Bay didn't agree with the investigator's view the case was passed to me for a decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've decided to uphold it and require West Bay to do what our investigator suggested for the following reasons:

- It took West Bay far too long to arrange the repair of Miss A's car in the first instance.
- When West Bay realised there could be a delay due to the availability of parts, they should have provided Miss A with a hire car or looked at other options to settle her claim. This is because, they have a responsibility to handle claims fairly and I think

Miss A had the right to expect her car to be repaired and back with her by the middle of February 2023. And if this wasn't possible she was entitled to expect West Bay to consider other options, including providing her with a hire car.

- In view of this I think it was reasonable of Miss A to hire a car from 15 February to 30 March 2022. Around this time she bought a replacement car and the financial impact of this will need to be considered as part of any further complaint she makes.
- The amount she paid (£300) to hire the car was very reasonable and I am satisfied from the invoice she has provided that she paid this amount in cash. I say it was a reasonable amount, as it is similar to what I'd have awarded for loss of use if Miss A had made do without a car.
- I agree West Bay should pay interest on this amount at 8% per annum simple to compensate Miss A for being without these funds.
- Clearly this whole episode caused Miss A a great deal of distress and inconvenience. And, while I agree £75 is enough compensation for the poor communication by West Bay, I think a further £200 is appropriate for general distress and inconvenience.

Although, it is not part of what I've decided, I should also say that, if it hasn't happened already, I'd expect West Bay to make sure Miss A's car is repaired and back with her as soon as possible.

Putting things right

For the reasons set out above, I've decided to uphold Miss A's complaint and make West Bay do the following:

- Pay Miss A £300 to cover her hire charges, plus interest at 8% from 31 March 2023 when she paid this amount to the date of actual payment.
- Pay Miss A a further £200 in compensation for distress and inconvenience.

My final decision

I uphold Miss A's complaint about West Bay Insurance Plc and order them to do what I have set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 11 October 2023.

Robert Short
Ombudsman