

The complaint

Miss B, represented by Mr M, has complained about her car insurer West Bay Insurance Plc regarding repairs it undertook to her car after a non-fault accident.

Mr M has mainly dealt with this claim and complaint. For ease, during the body of my decision, I'll refer mainly to him. West Bay is responsible for the companies it uses in the course of the claim.

What happened

There was an accident in October 2022 – a low speed impact from the rear – and West Bay took the car for repair. It was ready to return to Miss B in early December 2022 but she was away. It was arranged to return in January 2023. Mr M noted damage to the car and refused to accept it. In February 2023 West Bay had an independent engineer ("IE1") inspect the car. It was felt that, with the exception of a scratched wing mirror, there were no repair issues. West Bay said Mr M should collect the car and it would pay for repairing the wing mirror (£135.42).

Mr M wasn't happy. He took the car to a manufacturer repairer and had an estimate from it for re-work. He also paid for wheel re-alignment. He sent the details, along with photos and video, to West Bay. It still was not persuaded there were any faults. Mr M complained to the Financial Ombudsman Service. Following our Investigator initially not upholding the complaint, Mr M obtained a report from an independent engineer ("IE2"). This was shared with West Bay and it referred the report to IE1. IE1 agreed that of 14 reported faults, four were valid. It said they would cost £995.20 to fix, inclusive of VAT. West Bay offered to pay this, along with reimbursing £230 (plus interest) for IE2's report cost and a total of £400 compensation.

Our Investigator felt the second report from IE2 was persuasive and that West Bay's offer, including compensation, was fair and reasonable. Mr M said he felt his evidence had been dismissed. He said his two expert reports (the first of which our Investigator had explained was an estimate), and his photos and videos showed poor repairs – the total cost for rectifying which, including the cost of the wheel realignment, was nearly £6,000. The complaint was passed for an Ombudsman's consideration.

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.

I understand Mr M's strength of feeling on this matter. However, having reviewed all of the evidence presented by both parties, I think the offer made by West Bay is fair and reasonable. I'll make an award in this respect, I won't be making it pay anything more.

West Bay took Mr B's car for repair and once this was done, and Mr M was available to take the car back, the car was returned. However, Mr M wouldn't accept the car as he was concerned about the standard of repair. West Bay took the car back to assess the repairs. I think that was reasonable of it. This left Miss B without a car. But Mr M could have taken the car back and had West Bay assess the car at his home. And the repair issues were essentially cosmetic, so there were no safety issues preventing the car from being driven. Whilst I appreciate it was difficult for Miss B to be without a car at this time, I can't reasonably blame West Bay for that upset.

West Bay determined there were no faults with the repairs – apart from perhaps a wing mirror having been damaged which it agreed to pay for. So it was then up to Mr M to challenge that with expert evidence. I appreciate Mr M took the car to a manufacturer garage and obtained an estimate for repair, as well as an invoice for alignment work. But neither of these show that poor repairs were completed by West Bay. I know West Bay considered these, along with photos and videos Mr M presented. In light of its engineer having assessed the car though, I think it was fair and reasonable for West Bay to not change its view on the repair issues at that time. I appreciate that Miss B may have limited how she was using the car, being concerned as she was about the repairs – but again as the car was safe to drive, I can't reasonably blame West Bay for any further upset caused in this respect.

When Mr M obtained an expert report on the car, West Bay had IE1 reconsider matters. Consequently four issues of repair were accepted as needing rectification. I think West Bay's offer for these repairs is fair and reasonable. The figure has been determined by IE1, so is based on generalised costs available in the industry rather than West Bay's cost to repair. But, in any event, if Mr M thinks these four repair issues can't be repaired for that sum, he'd still be able to ask West Bay to rectify these. But West Bay, aware that Mr M does not want to use its repairer, has made an offer to settle in cash – I think that is fair and reasonable.

That leaves ten items of repair in dispute, plus the wheel realignment. Neither IE1 nor IE2 offered any comment on the wheel realignment, other than IE1 stating that the original repair did not include an alignment check. West Bay's in-house engineer though said that with the nature of the accident, it's unlikely the car's alignment would have been affected and an alignment check would, therefore, not have been done as part of the repair. I think that is a reasonable comment. I haven't seen any evidence to make me think this work was needed as a part of the repair. I'm not going to require West Bay to reimburse this cost.

The ten remaining issues affect the a-post, the right-hand rear door, the sills, a wheel arch and the bumper (including the number plate). I've considered the reports and, as relevant, the photos and video regarding each. In respect of the latter, they are in general, in my view, supplementary evidence, they alone cannot out-weigh the expert opinions provided. Even where the videos and photos evidence the issues Mr M has highlighted, they don't show these were most likely caused by West Bay in the course of repairing the accident damage, or are the results of a failed repair.

A-post and right-hand rear door – Mr M said there was damage, that paint was peeling from the door and there was overspray (internally where the door shuts). IE2 said a difference in texture of the door finish could be felt and overspray could be seen. IE1 said West Bay's repairer had confirmed the damage did not occur whilst on site and there was no fault with the paint finish. IE1 said there was no overspray, just an indentation mark, photos were provided. IE1 did not recommend that West Bay reasonably needed to rectify these issues. I haven't seen anything which makes me think West Bay's garage most likely caused damage to the a-post or rear door, or applied a faulty paint finish to the door. I'm satisfied there is no overspray for West Bay to resolve.

Sills – Mr M says they have a different texture to the rest of the car's paint finish. IE2 did not comment on this. IE1 said the sills have the original manufacturer finish, and were not painted as part of the repair. I've seen the photos and video which Mr M thinks show the sills were not like this before the accident. I'm not persuaded the imagery is clear enough to show this is likely the case. And I can't see why sills would have been removed and replaced or resprayed as part of this repair.

Wheel arch – Mr M said the paintwork finish was poor. IE2 said the edge of the wheel arch looks visually different and, to the touch, is almost sharp. IE2 didn't provide any photos to evidence the findings. IE1 said there was no fault – the area in question was merely the edge of the wheel liner, an image was presented in support. I think this is a finely balanced point – the evidence from both engineers, in my view, is not particularly persuasive. Essentially one believes there is a fault and one thinks the finish is normal for that part of the car. With the photos presented by IE1 merely depicting the problem. For me to require West Bay to fix this, I'd have to be satisfied that it is most likely that it completed a poor repair. And with the evidence so finely balanced, I'm not satisfied in that respect here.

Bumper – Mr M said this wasn't replaced when it should have been, rather it was just repainted. He said the manufacturer garage had identified this by carrying out a paint test. The manufacturer garage didn't provide any direct comment. West Bay's in-house engineer said there was no way to test paint on plastic, with the bumper being plastic. Mr M pointed to scratches on the bumper which he said were the same as those present before the repair. IE2 said the scratches looked like impact damage and there were some stone chips suggesting the bumper had not been replaced. IE1 and IE2 noted a crack on the number plate. IE1 referred to this as a slight hairline crack which might be accident related – but did not recommend its repair. Regarding the scratches IE1 felt some had been caused since the loss and were consistent with the boot being used. I've considered the photos of the bumper. I know Mr M thinks the same damage is present before and after the repair. I don't think that is the case. To me the marks look distinctly different. I think it's most likely the bumper was replaced – not least as it's been invoiced for by West Bay's garage. Further the area could have become stone chipped since the accident and before IE2's inspection. I appreciate IE2's view that (some of) the scratches in question look like impact damage – but they are not the same as were visible following the incident. The crack in the number plate may have occurred at any time and gone unnoticed. In saying that I bear in mind that the impact was likely off-centre, with contact damage present on the near-side of the car's rear bumper. I'm not persuaded there's any further repair I can reasonably require West Bay to complete regarding the bumper, including the number plate.

I know Mr M has been concerned about the quality of repairs since January 2023. He has gone to some effort to show his concerns were valid and the expert report he obtained in May 2023 did validate some of the concerns he had. As a result of that report West Bay accepted liability for the post-repair condition of both the rear quarter panels, masking residue left on the roof and re-fixing the skirts to remove gapping. IE1 gave a cost for these repairs of £995.20. There's the cost for the wing mirror too. I think it's fair and reasonable that West Bay pays these sums in settlement of the repair issues, along with reimbursing the cost of IE2's report. The latter plus interest because this cost has been incurred.

I accept that Miss B has been caused distress and inconvenience over the quality of repairs and that some time was spent trying to get West Bay to accept liability for further repairs. Even having to go to the trouble of getting an expert report to support their position. I note West Bay has agreed to pay £400 compensation. I think that's fair and reasonable in the circumstances. If West Bay had not offered any compensation, I would not be requiring it to pay more than this.

Putting things right

I require West Bay to pay Miss B:

- £995.20 in settlement of outstanding repairs to the rear quarter panels, roof and skirts.
- £135.42 for the wing mirror.
- £230 for the expert report, plus interest* applied from the date of invoice until settlement is made.
- £400 compensation. If any of this sum has been paid before, then only the remainder now needs to be paid.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require West Bay to take off tax from this interest. If asked, it must give Miss B a certificate showing how much tax it has taken off.

My final decision

I uphold this complaint. I require West Bay Plc to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 4 October 2023.

Fiona Robinson
Ombudsman