

## **The complaint**

Mr C complains about how West Bay Insurance plc (“West Bay”) handled a claim he made on his motor insurance policy. When I mention West Bay I also mean its suppliers and repairers.

## **What happened**

Mr C had a motor insurance policy with West Bay covering his van which he used for work purposes.

Here is a timeline of the events:

21 October – Damage

24 October – Claim made – Admin error at West Bay delays collection for four working days.

1 November – On site at repairer – parts ordered but full assessment not possible.

9 November – engineer report.

18 November – moved to another repairer’s site (with jig).

22 November – 6 December – West Bay provide hire van

29 November – repairs estimated. More damage had been found.

6 December – Second engineer report; repairs authorised.

16 December – repairs begin. Courtesy van provided.

Mr C complained to West Bay about the delays starting work and because he’d not been provided with a replacement vehicle throughout his claim. He said he’d made many calls and spent a long time on the phone chasing up repairs.

West Bay upheld his complaint in part and offered him £100 for the delays starting work.

Mr C remained unhappy and brought his complaint to this service. He is unhappy about the amount of time he’s spent on the phone chasing up West Bay and says he lost work from 21 October to 22 November, and 6 to 16 December. He asks for West Bay to pay his loss of earnings.

Our investigator looked into Mr C’s complaint and upheld it in part. She thought that West Bay had provided Mr C with a replacement van according to its policy wording, but she thought that it had delayed Mr C’s claim for about 19 days. She also said West Bay should consider paying him for 23 days loss of earnings if Mr C could evidence his losses. She thought it should increase its compensation to £200 for its poor claims service.

West Bay agreed to pay £200 compensation in total, but it didn’t agree it should pay for Mr

C's loss of use of the van as it said it couldn't have known about the need to move the van to another repairer until it was able to assess it. It asked for the complaint to be reviewed by an ombudsman, so it has been passed to me for a final decision.

I issued a provisional decision to allow both parties to consider the matter further. This is included below:

*I'm issuing this as a provisional decision because I agree with the view in general, but I think both parties would benefit from further clarity about Mr C's loss of earnings.*

*I ask both parties to consider the information in this decision carefully and respond by the deadline.*

*I can see from its earlier responses that West Bay agreed there had been a delay starting work, and it awarded Mr C £100 compensation for that following his initial complaint. It's my understanding that this amount relates to the initial four-working-day delay due to an admin error at West Bay.*

*I can appreciate this must have been frustrating to Mr C. With any insurance claim there will be a disruption to normal life and I think it's reasonable that vehicle repairs might take a short while to collect and then commence.*

*I've also read about Mr C's van needing to be repaired using a jig – which is a more specialist piece of equipment that might not be present in every repairer for a vehicle the size of Mr C's. West Bay has said that it only knew the van needed this equipment when the first repairer started work, which meant moving the van to an alternate repairer.*

*In West Bay's response to the view it said it regarded this delay as "unforeseen". It said it wouldn't have known that the van required the use of a jig until it was onsite at the nearest repairer. Damage can be uncovered during a repair and as long as the damage wasn't reasonably foreseeable, as it seems to have been in this case, then I think it's fair that West Bay say this.*

*But by then Mr C's van had been assessed by West Bay's engineer. This report didn't identify the full damage that'd been caused to the van – and therefore how it needed to be repaired. At some point in this process, more damage was found and the van needed to be re-inspected. This took until 6 December to carry out. Then a further wait for repairs to begin.*

*I've thought about the repair process carefully. As I said above, I think it's reasonable to expect a certain amount of disruption as part of an insurance claim. But I think it's also fair to expect efficient service, and I think Mr C's van should have been assessed faster and better than it was, and West Bay's process should have moved much more efficiently.*

*Mr C's policy included the provision of a courtesy van for a period of 14 days when his was being repaired. I can see he was given a hire van for 14 days, and then a courtesy van later on when the repairs happened. What this means is that West Bay provided Mr C with a hire van for a period longer than his policy entitled him to, which I think was a fair response by West Bay.*

*But it's important I reasonably say that West Bay caused delays to the repair process so although I think West Bay provided Mr C with a van for a longer period than his policy said, I think it should have done better.*

*I asked Mr C if he'd considered a hire van or had another option. He replied that he hadn't hired one because he hadn't known how long it would need hiring for. He'd also asked to be*

*insured on a colleague's vehicle, but due to availability he couldn't actually use it for his own business.*

*Taking everything into account, I think the delays caused by West Bay contributed to an additional 23 days onto Mr C's claim when he didn't have access to a replacement van. His claim in total from notification to it entering the final repairer was about 40 working days, and the hire van was provided to him for about 10 working days.*

*Mr C has provided this service with his business accounts covering the year in question. He's provided a calculation showing his average weekly gross profit of £932. Using the 23 days I've talked about above would mean West Bay paying Mr C £4,287.20 for his loss of earnings.*

*I've also read about the claims service Mr C had during his claim. He's talked about the number of phonecalls he had to make for updates and the amount of time he's spent on the phone. I can see how frustrated he's been with West Bay's service and delays. I've considered this service's guidelines and I propose West Bay should pay him £200 for his distress and inconvenience.*

### **Responses to my provisional decision**

Mr C accepted my provisional decision. West Bay raised some questions about Mr C's loss of earnings. I replied to those questions and West Bay hasn't responded further.

### **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.

As Mr C accepted my provisional decision and as West Bay had nothing to add, my final decision and reasoning remain the same as my provisional decision.

### **My final decision**

It's my final decision that I uphold this complaint. I require that West Bay Insurance plc should pay Mr C:

- £4,287.20 for his loss of earnings during the period his claim was delayed.
- £200 for his distress and inconvenience.

West Bay Insurance plc must pay the amount within 28 days of the date on which we tell it Mr C accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 October 2023.

Richard Sowden  
**Ombudsman**