

## **The complaint**

Mr R complains that West Bay Insurance Plc is responsible for poor claims-handling under his motor insurance policy.

## **What happened**

The subject matter of the claim and the complaint is a luxury sports utility vehicle, made by a premium-brand car-maker and first registered in 2022.

Mr R acquired the car in July 2022, on a lease, he says.

For the year from early July 2022, Mr R had the car insured on a comprehensive policy branded with the name of an insurance intermediary. West Bay was the insurance company that was responsible for dealing with any claim. Any claim for damage (other than a glass claim) was subject to an excess of £525.00.

Unfortunately, in late January 2023, Mr R reported that a third party van had hit his offside wing mirror and (immediately afterwards) another third party had hit Mr R's car in the rear.

Much of the complaint is about acts, omissions and communications by the intermediary, claims-handlers and repairers on behalf of West Bay. Insofar as I hold West Bay responsible for them, I may refer to them as acts, omissions and communications by West Bay.

By late February or early March 2023, Mr R's car was at West Bay's repairer.

In late March 2023, Mr R complained to West Bay about delay in repairing his car, charging two excesses and poor handling of telephone calls.

By early April 2023, West Bay had repaired Mr R's car.

By a letter dated mid-May 2023, West Bay told Mr R of his right to bring his complaint to us.

Mr R brought his complaint to us in early June 2023.

By a final response dated 19 June 2023, West Bay said it was waiving an excess. West Bay apologised for delay in authorising repairs. It apologised for poor service and said it was sending Mr R a cheque for £250.00.

Our investigator recommended that the complaint should be upheld. He thought that West Bay was responsible for avoidable delay and lack of communication, which caused Mr R to chase for updates and spend valuable time phoning. The investigator recommended that West Bay should offer a further £100.00 for the distress and inconvenience caused.

West Bay agreed with the investigator's opinion.

Mr R disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that his claim was in excess of £1,500.00.

## 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.

Mr R told us the following:

*"I expect compensation to cover the excess of £525 I had to pay despite the car that hit me at the back accepting liability plus loss of use of car for over 2 months due to their negligence (£680\*2) £1,360 being monthly lease payments and at least £500 for the stress and anxiety they caused me through their nonexistent customer service."*

So his proposed remedy is as follows:

excess	£ 525.00
2 x £680.00 monthly lease payments	£1,360.00
stress and anxiety (minimum)	£ 500.00
total (minimum)	£2,385.00

I will deal with each of those points in turn

### Excess

The final response included the following:

*"...we have spoken to [solicitors] who held an admission of liability on file for the personal injury claim and as a result, we have taken the decision to waive the policy excess"*

However, the final response indicated that West Bay was dealing with two separate claims, one involving the van and the other involving the vehicle that hit the rear of Mr R's. I don't find that unfair or unreasonable.

I don't find that West Bay treated Mr R unfairly by charging two excesses and only waiving one of them. So I don't find it fair and reasonable to direct West Bay to refund Mr R £525.00.

### Lease Payments

Mr R reported the incident in late January and the repairs were complete by early April 2023. That's only just over two months. And the repair was bound to take some time.

I haven't seen the lease agreement, but I have no reason to doubt Mr R's monthly figure of £680.00. However, those are payments he had committed himself to make.

So I don't find it fair and reasonable to direct West Bay to reimburse Mr R for any of his lease payments.

### Distress and inconvenience

West Bay's policy terms included the following:

*“Courtesy cars*

*. ...The provision of a courtesy car is subject to availability and the approved repairer terms and conditions. If the provision of a courtesy car is available, the insurers approved repairer will not be obliged to arrange a replacement vehicle any larger than a small hatchback, typically with a 1 litre engine capacity...”*

So the provision of a courtesy car was subject to availability at the approved repairer.

In my view, the damage and the need to claim were bound to cause Mr R some upset and put him to some trouble, including the need to deal with West Bay and its repairer.

I've seen that West Bay was responsible for delay before 21 March 2023.

However, Mr R told us the following:

*“During this time, I had the use of my wife's car and fortunately after Covid19 we both worked from home meant we managed without the use of public transport.”*

So I consider that Mr R didn't suffer the inconvenience of being without the use of a car.

I accept that Mr R felt that nothing would happen unless he made telephone calls on almost a daily basis. And he found that he had to endure long waiting times for West Bay to answer his calls. I accept that this caused him frustration and wasted time.

**Putting things right**

West Bay tried to make things right for Mr R by sending him a cheque for £250.00. I consider that this wasn't quite enough to be fair and reasonable compensation for the extra distress and inconvenience West Bay caused to Mr R by the delays and shortcomings in communication. I conclude that it's fair and reasonable to direct West Bay to pay Mr R – in addition to its payment of £250.00 – a further £100.00 for distress and inconvenience.

**My final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct West Bay Insurance Plc to pay Mr R – in addition to its payment of £250.00 – a further £100.00 for distress and inconvenience

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 December 2023.

Christopher Gilbert

**Ombudsman**