

## **The complaint**

Mr G and Mrs S have complained about the handling of their motor insurance claim by West Bay Insurance Plc.

For simplicity, I'll just refer to Mr G. References to West Bay include its agents.

## **What happened**

The facts of this matter have not been disputed and are known to both parties. In summary Mr G claimed under his policy in November 2022 following an incident where his car was damaged. The car was taken to an approved repairer, but a part needed to be ordered.

Mr G waited months for his car to be repaired but was told the part was still on order. Unhappy he complained to West Bay about the delays. West Bay said the delay in receiving the part was beyond its control. In April 2023, after waiting five months, Mr G arranged for his car to be repaired by a dealership. He sent West Bay invoices for the repairs done on his car and a quote for the bodywork. As the claim remained unsettled, he referred his complaint here.

Our investigator didn't feel West Bay had explored all options to have the car repaired, didn't feel that Mr G was liable for the cost of the part it had ordered and didn't feel that any meaningful progress had been made since April 2023. They recommended that West Bay pay for the repairs to date and arrange for the outstanding work to be completed or offer a cash settlement. They also recommended that West Bay pay Mr G £500 for the inconvenience he had experienced.

West Bay didn't respond to our investigator's view, despite being asked twice for a reply. Likewise, it didn't respond to earlier requests for information from our investigator.

Mr G maintained that he was substantially out of pocket. He re-sent his list of financial losses.

## **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.

Firstly I'm aware I've summarised the background to this complaint. No discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our statutory function is to resolve complaints quickly and with minimum formality and our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. Our rules also permit reaching a decision on the basis of what has been supplied and to take account of the failure by a party to provide information requested. So here I've proceeded in the absence of responses from West Bay. Having done so I agree with the conclusion reached by our investigator for the following reasons:

- Mr G's car was with West Bay's repairer from 3 November 2022 until 14 February

2023 when it was delivered back to him, no work having been done. On 26 June 2023 Mr G was advised that the parts had arrived to repair his vehicle. However frustrated with having no drivable car, Mr G paid for the part to be fitted from a dealership himself. He sent West Bay the receipt on 5 April and followed this up in May. Although West Bay say the availability of parts was outside its control, the reality is that Mr G was able to arrange the part to be delivered from the dealership. It does seem likely that West Bay could have done the same. I don't think it was unreasonable for Mr G to act as he did. West Bay had the receipts since April and could have cancelled the order from its approved repairer. I'm satisfied that West Bay should now reimburse him the cost, with interest. It is unreasonable for West Bay to suggest that Mr G is liable for the part it ordered and should desist from any attempts to recover payment for this item.

- Mr G received no response from West Bay to his submitted invoices. I note that the engineer had wanted to speak to him but when that conversation didn't happen there was nothing to stop West Bay writing to or emailing Mr G. The relevant regulator's rules say that insurers must handle claims promptly and fairly. I don't find that West Bay did handle the claim promptly - there was no progress from April 2023. West Bay hasn't responded to the submitted invoices or requests to respond which has caused Mr G and Mrs S upset and financial hardship.
- The lack of communication meant that the bodywork repairs weren't arranged by West Bay. Mr G submitted an invoice – although having seen the damage report I agree with our investigator that the AdBlue top up and tyre change are not accident related.
- Like our investigator I don't find that West Bay is responsible for Mr G's loss of income. I've seen no persuasive evidence as to why Mr G wasn't able to work without the vehicle. I note that he lists as losses car finance, insurance and tax, but these are not losses covered by his policy. I understand that Mrs S incurred costs by taking a taxi to work. However the provision of a courtesy car is subject to availability. I understand that a courtesy car wasn't available. Mr G has said he was told he was sixth in the queue. In the circumstances I can't say that West Bay treated Mr G and Mrs S unfairly regarding the provision of a courtesy car. I understand how inconvenient this would have been, but the policy doesn't guarantee a courtesy car, the repairing garage will only provide one if available.
- However I agree that the claim has been poorly handled and progressed and inconvenience has resulted. for this compensation is due. The accident happened in November 2022 and the car is still not repaired. I find £500 is fair and reasonable in the circumstances.

### **My final decision**

My final decision is that I uphold this complaint. I require West Bay Insurance Plc to:

- Reimburse Mr G for the accident-related repairs that he's paid for
- Add simple interest at the annual rate of 8% to this sum from the date paid by Mr G until settlement
- Arrange for the bodywork repairs to be carried out by an approved repairer or offer Mr G and Mrs S a cash settlement if that is their preference
- Pay Mr G £500 in compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs S to accept or reject my decision before 6 November 2023.

Lindsey Woloski  
**Ombudsman**