

## **The complaint**

Miss N complains that West Bay Insurance Plc mishandled her claim on a motor insurance policy.

## **What happened**

The subject matter of the claim and the complaint is a car, first registered in 2009.

Miss N had a comprehensive policy with West Bay for the year from late February 2022.

Unfortunately, in late December 2022, Miss N reported that an accident involving a third party had damaged her car and the third party's.

Much of Miss N's complaint is about acts or omissions by an insurance intermediary acting as the policy administrator on behalf of West Bay. Insofar as I hold West Bay responsible for such acts or omissions, I will refer to them as West Bay's.

Miss N made a claim to West Bay.

By an email dated 7 February 2023, Miss N complained to West Bay about delay in booking the car in for repair. She said that if she didn't hear from West Bay that week, she would repair the car herself.

By an email dated mid-March 2023, Miss N told West Bay that she had repaired the car.

By a final response dated mid- April 2023, West Bay apologised for "*unacceptable delays*" and said it was sending Miss N a cheque for £150.00.

Miss N brought her complaint to us straight away.

### *our investigator's opinion*

Our investigator recommended that the complaint should be upheld. He thought that it was unfair to expect a customer to be without a working car for so long while West Bay caused delays. He recommended that West Bay should:

1. increase the compensation to £250.00; and
2. pay the repair costs of Miss N's car plus 8% simple interest (subject to income tax) minus the excess upon receiving evidence of the repair costs.

### *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Miss N and to West Bay on 2 November 2023. I summarise my findings:

Despite our investigator's requests, Miss N hadn't provided any evidence of the cost of repair. Such evidence might include invoices, online account statements or bank statements. In the continued absence of such evidence, I wasn't minded to find it fair and reasonable to direct West Bay to pay any repair costs.

The delays and shortcomings in West Bay's service caused Miss N the upset of not getting the services she'd paid for - and the inconvenience of making her own arrangements.

Subject to any further information from Miss N or from West Bay, my provisional decision was that I upheld this complaint in part. I intended to direct West Bay Insurance Plc to pay Miss N – in addition to its payment of £150.00 – a further £100.00 for distress and inconvenience.

Miss N accepted the provisional decision, but she said that there is a photograph showing damage to the offside headlight.

West Bay accepted the provisional decision.

I see no reason to change my overall view.

### **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.

In my view, the accident and the need to make a claim were bound to cause Miss N some upset and inconvenience. From the photographs, I see that the accident damaged the front offside corner of Miss N's car. I can now see damage to the offside headlight. But I find that the evidence shows that the car remained driveable after the accident.

From the file, I see that it took West Bay until about 20 January 2023 to investigate Miss N's change of address. I don't hold West Bay responsible for any unreasonable delay up to that date.

West Bay then struggled to find a repairer that wasn't too busy to accept the job of repairing Miss N's car. I accept that there were industry-wide shortages at the time.

However, West Bay's final response apologised for "*unacceptable delays*". Also, West Bay didn't communicate with Miss N as well as it should've done.

Miss N has said that she borrowed a car. But she hasn't provided any details – or evidence of any cost to her.

From what she's said, I find that Miss N went online and bought replacement parts, then got them fitted to her car before its MOT test.

From its MOT history, I see that the car's MOT certificate was due to expire in early March 2023. The car passed the MOT test on 23 February 2023, with a recorded mileage of about 157,000.

### **Putting things right**

Most consumers send us information when we ask for it. Despite our investigator's requests, Miss N hasn't provided any evidence of the cost of repair. Such evidence might include

invoices, online account statements or bank statements. In the continued absence of such evidence, I don't find it fair and reasonable to direct West Bay to pay any repair costs.

That said, I accept that the delays and shortcomings in West Bay's service caused Miss N the upset of not getting the services she'd paid for - and the inconvenience of making her own arrangements. So I agree with the investigator that it's fair and reasonable to direct West Bay to increase its payment for distress and inconvenience from £150.00 to £250.00.

### **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 Miss N – in addition to its payment of £150.00 – a further £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 12 December 2023.

Christopher Gilbert  
**Ombudsman**