

The complaint

Mr S is unhappy with West Bay Insurance Plc's (West Bay) handling of a claim made under his car insurance policy.

What happened

In January 2023 Mr S was involved in an accident and his car was damaged, so he made a claim to West Bay, his car insurance provider.

Mr S' car was taken to an approved garage for repair in mid-January 2023. However, due to a delay in parts required for the repair, it took until mid-April for the repairs to be carried out. Mr S was without a vehicle for this time. And when his car was repaired and returned, it had a cracked windscreen, so a further repair was required.

A complaint was made to West Bay by Mr S. West Bay partially upheld the complaint. They said the parts delay wasn't their fault, and Mr S' policy provided a courtesy car if available, but one wasn't. However, they accepted Mr S' car was returned with a cracked windscreen which required a further repair, so they offered £100 compensation for this.

Mr S remained unhappy and approached this service.

One of our investigator's looked into things and upheld the complaint. He said that the £100 compensation already offered was fair for the windscreen issue and for Mr S needing to keep contacting West Bay. But he said West Bay should have done more to arrange a temporary car to keep Mr S mobile whilst awaiting the parts, and around a month would have been a reasonable period for West Bay to have taken to do so. Therefore, he said West Bay should pay Mr S £10 per day for loss of use of his vehicle for the remaining two-month period it took for repairs to be completed.

West Bay didn't agree and asked for a final decision from an ombudsman.

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.

Having done so, I agree with the outcome reached by our investigator.

It took from mid-January to mid-April for Mr S' car to be repaired (before the windscreen issue). This is a significant amount of time for Mr S to be without his car - or any vehicle. As a result, he needed to use alternative public transport throughout this time to get to work, extending his journey from 20 minutes to one hour each way. This is clearly inconvenient for a prolonged period.

West Bay say the delay was outside their control as they were awaiting parts which were delayed abroad. And they say Mr S' policy only provides a courtesy car where available, and they say one wasn't.

I acknowledge that West Bay can't control delays in parts abroad and I recognise Mr S' policy only provides a courtesy car where available. West Bay also says one would only be provided in any event for the actual period of time when repairs are taking place. However, whilst taking into account the policy terms, my role is also to consider what is fair and reasonable in all the circumstances of the case.

The fact here is that Mr S was left without a vehicle for a significant amount of time whilst West Bay were waiting for parts to complete repairs. This may be reasonable for a short period, such as a couple of weeks. But if the time starts to become unreasonable, which is the case here, I'd have expected West Bay to have considered other options to keep Mr S, as their customer and policyholder, mobile. Whether that is seeking alternative arrangements such as a hire car to keep their customer mobile in the interim, or sourcing alternative or bespoke parts. But West Bay didn't do anything further here, and as a result, Mr S was without a vehicle for a significant amount of time.

I agree with our investigator that a couple of weeks may have been reasonable for West Bay to explore alternatives to keep Mr S mobile. And I also recognise Mr S didn't need a car for half-term. So, I think the period the investigator recommended for loss of use, two months (i.e. 60 days) is a reasonable time period for West Bay to pay £10 per day loss of use to Mr S.

I also recognise Mr S had to make a number of calls to West Bay for updates, and his car was returned to him with a cracked windscreen which then needed replacing. But West Bay has offered £100 compensation, and I think that's already reasonable (separate to the loss of use payment), so I won't be directing them to increase this amount.

My final decision

It's my final decision that I uphold this complaint and direct West Bay Insurance Plc to:

- Pay Mr S the £100 compensation already offered if they haven't already done so
- Pay Mr S £600 for loss of use of his vehicle, which is £10 per day for a 60-day period

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 December 2023.

Callum Milne
Ombudsman