

## **The complaint**

Mx R complains about West Bay Insurance Plc's handling of his motor insurance claim.

West Bay is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As West Bay has accepted it is accountable for the actions of the agents, in my decision, any reference to West Bay includes the actions of the agents.

## **What happened**

In late September 2023, Mx R contacted West Bay to make a claim under his motor insurance policy after his vehicle was vandalised. A window had been smashed and there was also some damage to a door.

Mx R asked if an emergency repair could be made to the glass. He was told this wasn't possible and the vehicle would need to be moved into storage before being taken to a garage for repairs. Mx R asked if the vehicle could be repaired by his chosen garage. He was told that if he chose this option, the vehicle wouldn't be delivered to the garage. His garage would need to pick the vehicle up from the storage facility.

West Bay arranged for Mx R's vehicle to be recovered to a storage facility. A few days later, he was called by West Bay's claims team who said that its approved repairer would be in touch to arrange for the vehicle to be booked in for repairs. Mx R asked what would happen if he decided he wanted the repairs to be carried out by his own garage. West Bay said he could do this, but it wouldn't cover the cost of moving his vehicle to Mx R's garage if it wasn't part of its approved repairer network.

When he spoke to West Bay a few days later Mx R was told that his vehicle had been moved to its approved repairer and repairs had already begun. Mx R said West Bay's app said the vehicle was awaiting evaluation. He was unhappy that the vehicle had been moved to West Bay's repairers without his authority as he was considering arranging the repairs himself.

Mx R asked West Bay to send him a list of the repairs to be carried out. He thought the overall costs were high and he was also concerned that the replacement window might not be tinted. He also raised concerns that his vehicle had been driven and he wasn't offered a courtesy car.

Mx R contacted West Bay for an update a few weeks later and was advised that parts for his vehicle had been received and the repairs were expected to be completed the next day.

After the repairs were completed, the vehicle was returned to Mx R.

In November 2023, Mx R contacted our service. He said he hadn't yet received a response to the complaints he'd raised in October. He said he'd had to pay £750 to get his car back. West Bay had kept his claim open, despite the repairs being completed and him paying the £750. He believed this had affected his renewal premium which was almost £10,000. He said his motor insurance was due to be renewed the next day and he was concerned about being left without insurance as he couldn't get cover elsewhere. So, we made West Bay aware of Mx R's additional concerns.

West Bay responded to Mx R's complaint a few weeks later. It acknowledged a breakdown in communication which meant that Mx R's interest in using his own repairer wasn't discussed in more detail. It said Mx R should have been given access to its repair portal which would have indicated the name of the repairer and their contact details. It said the portal should also have shown the progress of repairs if updated by the repairer.

West Bay said it appreciated Mx R considered the repair costs to be high, but its engineers would only authorise repairs that were consistent with the incident circumstances. It understood Mx R had concerns about his vehicle being driven, but the repairer had said a test drive was completed to ensure there was no wind noise after the window glass had been replaced.

West Bay also acknowledged that its communication about the progress of the repairs and the provision of a courtesy car had been poor. It said courtesy cars were provided by its approved repairers, but they were subject to availability. It said Mx R had been referred to his broker to clarify if any additional cover had been taken out for a guaranteed courtesy car.

West Bay said it was sorry to hear that its file being opened had an impact on the renewal premium he'd been quoted. But it said there were no unnecessary delays in settling its file.

West Bay apologised for its poor communication and sent Mx R £250 compensation.

Mx R remained unhappy and asked our service to consider his concerns.

Our investigator didn't think Mx R's complaint should be upheld. She didn't think West Bay gave Mx R incorrect or misleading information. She was satisfied the repairs were related to the damage that occurred. She didn't think West Bay had delayed closing Mx R's claim. She acknowledged there had been some poor communication, but she thought the £250 West Bay had paid Mx R was sufficient to put things right.

Mx R disagreed with our investigator's outcome. He said West Bay had advised him to wait for a repair quote before making a decision on proceeding with his garage or the claim. This advice had impacted his ability to seek alternative quotes. He said the excuse that the garage did not have his contact details was unacceptable and led to repairs being initiated without his consent.

Mx R said his car's tracking system showed the vehicle was driven and left in an unsecured, on-road location. He said the payment of the invoice was raised on 27 October and the claim was closed on 10 November 2023 following his complaint to his broker. The delay denied him the opportunity to acquire affordable insurance for his car.

Mx R felt compensation of £250 was inadequate for the distress and inconvenience West Bay had caused, as well as the potential financial implications resulting from the handling of his claim.

As Mx R disagrees with our investigator's outcome, the complaint has been passed to me to decide.

### **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've decided not to uphold Mx R's complaint. I'll explain why.

I've considered everything Mx R has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mx R I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

### Choice of repairer

The policy's terms and conditions say:

*"If the damage to the insured vehicle is covered under your policy and it is repaired by an approved repairer you do not need to obtain any estimates and repairs can begin immediately after we have authorised them. We will arrange for an approved repairer to contact you to arrange to collect the insured vehicle. Repairs made by the approved repairer are guaranteed for three years.*

*At your option you can arrange for a repairer of your choice to carry out the repairs. You must send us at least two detailed repair estimates and full details of the incident as soon as reasonably possible. We will only be liable for the repair costs at a non-approved repairer if we have agreed that the costs are reasonable and we have issued an authorisation to the repairer. We may need to inspect the vehicle. We reserve the right to ask you to obtain alternative estimates and we may not pay you more than the approved repairer would have charged for the repair of the insured vehicle."*

I've listened to a recording of Mx R's conversation with West Bay's claims handler which took place on 2 October 2023, which was three days after he made his claim.

In this call, the claims handler said West Bay would be in touch with Mx R shortly, to arrange repairs. Mx R said he was thinking of having the repairs done at a garage near where he lived. He asked if this was possible because he'd been told West Bay wouldn't pick his vehicle up from where it was being stored.

The claims handler said it could be that Mx R's local garage was part of West Bay's approved repairer network. She said Mx R could have the vehicle repaired wherever he liked but West Bay would only authorise reasonable costs. She said if he chose his own repairer, he wouldn't be eligible for a courtesy car, and West Bay wouldn't be able to make any guarantees for the quality of repairs and the time they took. She also told Mx R that West Bay would only pay for one recovery of the vehicle, and it had already paid for it to be taken into storage. If Mx R chose his own garage, he would need to organise the recovery.

The claims handler said they could see if West Bay could get the vehicle to Mx R's own garage, but she suggested he have a word with the approved repairer network first because it could be that the garage he wanted to use belonged to it.

At the end of the call, the claims handler said the approved repairer should be in touch with Mx R that day or the next day. She said she'd text the claims team's telephone number to him, and he should call if he had any further questions.

When Mx R phoned West Bay four days later, he was told his vehicle had been moved to the approved repairer and repairs had already begun. I can understand why this was frustrating for him as there appears to have been no contact from the approved repairer or West Bay to let him know this was happening.

However, I'm not persuaded that Mx R has lost out because the repairs were carried out by West Bay's approved repairer rather than his own garage. There's nothing to suggest that

the repairs that were carried out were inadequate and they were guaranteed for three years under the terms of the policy.

I appreciate Mx R believes his own garage could have completed the repairs at a lower cost than West Bay's approved repairers. I haven't seen any evidence to support this. But in any event, Mx R wasn't paying the cost of repairs. The £750 he paid the repairers was the policy excess.

The excess as defined in the policy's terms and conditions is *"an amount you have to pay towards the cost of a claim under this insurance. You have to pay this amount regardless of the circumstances leading to the claim."*

A compulsory excess of £550 and an additional voluntary excess of £200 is showing on Mx R's policy schedule. West Bay also made him aware there was a £750 policy excess when he called it on the day of the incident. The call handler told Mx R the £750 would be payable directly to the repairer on the completion of works. So, I'm satisfied that Mx R was made aware of the policy excess before he decided to go ahead with his claim.

The cost of the claim wasn't limited to the repair costs. There was also the cost of recovering and storing the vehicle. So, I think it's unlikely that Mx R would have needed to pay less than the policy excess if his vehicle had been repaired by his chosen garage.

Mx R has also asked for a copy of the invoice for the repairs that were carried out on his car. But the invoice was paid by West Bay. So, I'm not persuaded Mx R is entitled to receive a copy of this.

#### Courtesy car

The policy's terms and conditions say:

*"If a valid claim is made under this policy, and the insured vehicle is to be repaired by one of our approved repairers, we will provide you with a courtesy car (subject to availability) for the duration of the repairs."*

West Bay says there was a nationwide shortage of courtesy cars, and it would have expected its approved repairers to have explained the situation to Mx R.

From what I can see, Mx R's car was with West Bay's approved repairers for around three weeks. According to its notes, the repairers needed to wait for parts for the repairs to be completed.

When Mx R spoke to West Bay on 6 October 2023, he said he would have expected his insurer to provide him with a car. The call handler asked Mx R if he'd paid an additional premium for a courtesy car. Mx R said he had, and the call handler suggested he speak to the broker.

While the policy's terms and conditions say a courtesy car will be provided if repairs are carried out by West Bay's approved repairers, I think it's clear that this is subject to availability. I think it was reasonable for the call handler to refer Mx R to his broker because there was a suggestion that he had taken out guaranteed hire car cover when he said he'd paid an additional premium.

The call handler also offered to contact the repairing garage to see if a courtesy car was available. Mx R said he didn't need one at that moment and he'd previously said he wasn't

that fussed about having a courtesy car. So, I'm not persuaded that West Bay should have done more here.

#### Vehicle being driven

Mx R raised concerns about his vehicle being driven while in West Bay's care. This was discussed in the call of 6 October 2023. The call handler suggested it had been driven from the storage facility to the garage. Mx R said he could see the car had been driven on his tracker. He was worried about incurring a congestion charge and the leather seat being damaged if the broken glass hadn't been cleared.

In its response to Mx R's complaint West Bay has also referred to the vehicle being taken for a test drive.

I haven't seen any evidence to suggest that Mx R's vehicle was damaged or that he incurred any charges from it being driven. So, I haven't found reason to uphold this part of his complaint.

In his response to our investigator's outcome, Mx R said his car's tracking system showed that his vehicle had been left in an unsecured on-road location. West Bay says Mx R hadn't previously raised this issue. It hadn't been provided with a copy of the tracking information and it wouldn't be able to comment. It said it would be willing to consider this security concern as a new complaint. So, I haven't considered this additional concern in my decision. If Mx R wishes to complain about this matter, he should raise it with West Bay.

#### Claim closure

Mx R has also complained that West Bay delayed closing his claim after it was settled. From what I can see, the repairs were completed on 27 October 2023 and the vehicle was returned to Mx R the following day. West Bay says the claim was closed on 31 October, but Mx R says it wasn't closed until 10 November 2023.

Mx R has provided a copy of the renewal documents he received from his broker. The statement of fact is showing the September 2023 incident as an 'at fault' claim with an amount under costs. This document is showing as being printed on 4 November 2023. So, it looks like the claim was closed before the renewal date of 10 November 2023.

#### Communication

West Bay has acknowledged some poor communication from it and its approved repairer with Mx R. I think it should have given Mx R clearer information about the claims process and the option of using his own garage. It should have told him it was moving his vehicle to its approved repairer before this happened. It should also have kept him up to date on the progress of his claim.

I think Mx R was caused some unnecessary frustration and inconvenience as a result of West Bay's poor communication. However, West Bay has already paid Mx R £250 and I think this fairly recognises the impact of its poor service on him. So, while I appreciate my answer will be disappointing for Mx R, I don't require it to do anything further.

#### **My final decision**

For the reasons I've explained, I don't uphold Mx R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 31 May 2024.

Anne Muscroft  
**Ombudsman**