

## **The complaint**

Mrs S complains about how West Bay Insurance plc ("West Bay") handled a claim for repairs following the theft of her car under her motor insurance policy.

## **What happened**

Mrs S had a motor insurance policy with West Bay covering her car.

Her home was broken into in August 2023 and her car was taken along with both of its keys.

She contacted West Bay and made a claim.

About two days after the theft, her car was located by the police and recovered for forensic analysis. The police had to break into the car for the analysis.

About one month after the theft, West Bay took the car to its approved repairer which I'll refer to as "C". C assessed the car and told Mrs S it was repairable.

West Bay then told her it wasn't. It said it thought her car was beyond economic repair and would be written off.

There had already been delays during the claim and these continued.

Mrs S made several complaints during this time about the delays, lack of updates from West Bay and her having to chase up progress. West Bay agreed its service had been poor and it paid Mrs S £50.

Mrs S was unhappy with West Bay's response and brought her complaint to this service.

Our investigator looked into Mrs S's complaint. West Bay made an offer of £430 for loss of use of her car from 26 September to 8 November, plus £200 additional compensation for her distress and inconvenience caused by its poor claims handling.

Mrs S rejected this. She asked for additional compensation due to West Bay's poor service and raised some issues with repairs to the car wheels. She asks for three months compensation for loss of use of her car.

Because Mrs S didn't agree, her complaint has been passed to me to make decision.

## **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'm upholding Mrs S's complaint.

But I'm not increasing the amount of loss of use or compensation West Bay need to pay her for this complaint. I'll explain why.

This service would generally consider a complaint to the date that West Bay issued its final response to Mrs S's complaint, which was 27 October 2023.

I can see in its correspondence with this service that West Bay has included the disruption in Mrs S's life until 8 November in its offer of compensation to her.

Mrs S has also said that West Bay agreed to repair her car. I can see she noticed further damage had happened to it because it'd been parked outside in winter weather without the windows being closed, due to the keys not being present. There are also matters pertaining to repairs to two of the alloy wheels as Mrs S said all four were damaged in the theft and loss of use of her car for an extended period.

It's apparent that Mrs S's unhappiness with West Bay's claims handling continued well past 8 November 2023. But as that's the latest date West Bay has included in its responses to her, that is the date at which I'm going to stop my consideration of her complaint.

If Mrs S remains unhappy about the continuing way West Bay dealt with her repairs, then she's free to make a further complaint to it, and this service in due course if she remains unhappy.

I've read all the file in assessing her complaint and I would like to thank Mrs S for the clear timelines and evidence she'd collated.

West Bay has already said it delayed Mrs S's claim for a total of 43 days and it's offered £10 per day for this, which is in line with the service's approach.

It's also said it recognised Mrs S didn't get updates from it, and this distressed her especially when it didn't tell her about her car being potentially written off.

I've thought about the impact on Mrs S and I can see she's shocked by West Bay's poor service.

I've taken into account that this distress took place over a period of about two and a half months until 8 November and I can see she was very frustrated in this time. I've also considered this service's guidelines on compensation and I think West Bay's offer of £200 additional compensation up to 8 November is fair. This is in addition to the £50 already paid.

### **My final decision**

West Bay Insurance plc has already made an offer to pay £430 loss of use, plus additional £200 compensation, to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that West Bay Insurance plc should pay £430 for Mrs S's loss of use of her car, plus an additional £200 for her distress and inconvenience.

West Bay Insurance plc must pay the amount within 28 days of the date on which we tell it Mrs S accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 29 May 2024.

Richard Sowden

**Ombudsman**