

The complaint

Mr F complains about how West Bay Insurance plc trading as Zenith Insurance ("West Bay") handled a claim on his motor insurance policy.

What happened

Mr F had a motor insurance policy with West Bay covering his car which is a sportscar.

In April 2022 he was involved in a collision damaging his car and he made a claim. His car was recovered by West Bay.

Mr F didn't hear from West Bay about his car and he chased it up over the next few weeks and months.

West Bay left the car in the open with a smashed windscreen that was caused in the original incident. Mr F says West Bay didn't know where the car was and he had to locate it in storage.

In June, West Bay inspected the car. It then authorised the repairs in August and the car was taken to a repairer.

In July 2023 Mr F was told his car was ready.

Mr F complained about the 15 months it'd taken for West Bay to repair his car. He's missed several events and enthusiasts car meets during this time and hasn't been provided with a replacement car. He says his car has lost about £5,000 in value over the time it's been with the repairer, and he's asked for loss of use of the car to be taken into consideration, for which he's said he'd accept £10,000.

As he remained unhappy, Mr F brought his complaint to this service. West Bay offered him £200 compensation for its poor communication. Our investigator looked into it. West Bay then offered Mr F a further £400 compensation as Mr F pointed out that the repairer which worked on the car was nominated by West Bay rather than by him.

Mr F didn't accept the view and asked that his complaint was reviewed by an ombudsman. So his complaint has been passed to me to make a final 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.

It's important I start by saying that I'm upholding Mr F's complaint, but I won't be looking to award him the sums he's asked for in his approach to this service. I'll explain why.

But I don't think West Bay's service has been good enough and I can see there's been a significant impact on Mr F over an extended period of time.

Choice of repairer

In its final response West Bay said Mr F had chosen the repairer to carry out the work on his car. Mr F denied this. In the call between Mr F and West Bay, it's West Bay's own engineer who suggested the actual repairer to Mr F.

I think it's fair I say this is because his car is an unusual model and needed work of a more specialist nature to be carried out.

Unfortunately, the choice of repairer was recorded on West Bay's system as being Mr F's, which seems to have affected West Bay's actions in dealing with the claim and subsequent complaint.

But the point remains that it was West Bay's choice, not his.

As such, it's the approach of this service that when it's West Bay's choice, the repairer is acting as their agent and West Bay is responsible for the repairer's actions.

I can see from the file that Mr F's car needed replacement of parts. Some of these parts had very low availability and one needed making for it. I can see from the file that West Bay wasn't pro-active in any way in moving this claim forward.

However, I can see that much of the delay was due to awaiting parts. I can see from the file how frustrating this was for Mr F, but I can't say the reason for much of the delay was solely due to West Bay's actions.

But I think West Bay did delay assessing Mr F's car and commencing repairs for several months at the beginning of his claim.

West Bay's error in choosing the repairer but recording it incorrectly on its system has led to inconvenience for Mr F.

Loss of value

Mr F says his car has depreciated in value over the time that it's been worked on by West Bay. He asks West Bay to pay £5,000 for this.

I've looked into the value of his car using this service's usual approach of the values shown in trade guides. I can see that these trade guides show his car hasn't lost much, if any, value over the 15 months in question.

So I don't agree his car has lost value or that West Bay need to pay him money for this.

Loss of use

Mr F has asked that West Bay pay him the cost of hiring a suitable alternative car while it was with the repairer. He's talked about the number of times he'd typically use his car and the cost of a daily hire of a similar vehicle.

But as I mention above, I can't reasonably say that West Bay were responsible for most of the delays in getting his car repaired, which was due to the availability of parts for it.

I also haven't seen any evidence that Mr F incurred extra costs during his time without his car and I notice that he told West Bay on his Statement of Fact that he owns or has access to another car he could presumably use to minimise disruption to his daily life.

So, I can't reasonably ask West Bay to pay for the cost of hiring a similar vehicle.

But I do appreciate the disappointment Mr F must have felt during the extended period without his car. And this distress and inconvenience is what I'm left to consider in this decision.

I can see from his evidence that Mr F struggled to deal with West Bay's systems and processes. He was repeatedly not called back, West Bay seemed to 'lose' his car and delays occurred throughout the process.

West Bay suggested the choice of repairer, which was located some distance from Mr F's home, rather than the more local specialist he'd have chosen.

Taking all these factors into account, I think the correct level of compensation is £600 in total. I do appreciate Mr F's strength of feelings on this as he feels this amount is barely adequate, but it's not the role of this service to punish or penalise a company for poor service. We look at the impact of poor service and costs that have been incurred by a customer.

I've also looked at this service's guidelines and the above award is in line with those.

I hope Mr F is able to enjoy his car again now it's repaired and back with him.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. I direct West Bay Insurance plc trading as Zenith Insurance to pay Mr F a total of £600 for his distress and inconvenience. I'm aware a cheque for £200 has already been issued and I'd ask that the parties liaise to make sure the correct compensation is awarded and received by Mr F.

West Bay must pay the amount within 28 days of the date on which we tell it Mr F 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 Mr F to accept or reject my decision before 14 June 2024.

Richard Sowden
Ombudsman