

The complaint

Mr D complains about the way West Bay Insurance Limited handled a claim he made on his motor insurance policy.

What happened

Mr D's car was involved in an incident in France in August 2020, where it then remained for some time. In March 2021, Mr D provided a repair estimate, but there was disagreement between him and West Bay as to what works would be covered by his policy, and what wouldn't. West Bay accepted a bumper had been damaged in the incident but felt some of the repairs needed – such as to corroded bodywork – weren't related to the initial accident.

In February 2022, with his car still in France and the claim not resolved, Mr D made a complaint to West Bay. It provided its final response to the complaint in April 2022 and awarded some compensation for delays Mr D had experienced in his contact with it. Unhappy with West Bay's response, Mr D asked the Financial Ombudsman Service to consider his complaint. He said West Bay had refused to repatriate the car. As a resolution he wanted West Bay to pay for damage to the bodywork, which he said had only happened as a result of the car being left in France. He also wanted the storage costs of the car, and his travel expenses to France, to be paid.

In July 2022 West Bay issued a further final response letter to Mr D. This said its engineers had been trying to contact Mr D, in order to arrange an inspection of the vehicle, but hadn't had a response from him.

An Investigator at this Service looked into the issues raised as part of a separate complaint. The findings of which were accepted by both parties. Those findings were that West Bay didn't refuse repatriation of the car, and so West Bay wasn't responsible for repairs to the bodywork, the car's storage costs, or Mr D's transport. But the Investigator felt West Bay should now arrange for repatriation of the car to the UK. As both parties accepted, the complaint was closed in January 2023.

Following the conclusion of the complaint, the car was repatriated – by West Bay – around the start of April 2023. In June 2023 Mr D provided a further report from his own engineer, with the repairs needed. In August 2023 West Bay didn't agree to cover most of the items listed in that report. It maintained that most of the work needed wasn't as a result of the 2020 incident.

In November 2023, West Bay responded to a further complaint. It acknowledged that it hadn't progressed matters since August 2023. It said it would provide a cash settlement for the agreed bumper repairs, and it offered £250 compensation for its delay in progressing matters since the previous complaint was concluded. Unsatisfied with West Bay's response, Mr D asked this Service to review matters again.

Our Investigator considered matters from January 2023 (which was the date the previous complaint was resolved) until the end of 2023. The Investigator ultimately thought West Bay didn't need to carry out any further repairs to the vehicle, aside from settling the claim for the bumper. He said whilst the settlement amount should have been paid earlier, the £250 compensation West Bay paid was fair and reasonable to make up for the distress and inconvenience caused by that. He didn't think West Bay should pay for any other repairs needed to Mr D's car, or for any hire car costs incurred.

Mr D didn't accept that. He said West Bay had refused repatriation of the vehicle, and as a result, the car deteriorated, as it was left open to the elements. He said the estimated damage to the vehicle was about £10,000. And he's incurred travel and other expenses amounting to £1,200. He said West Bay should be responsible for all of those.

Our Investigator said some of Mr D's points had already been decided by this Service, so he wouldn't re-investigate a complaint about West Bay's apparent refusal to consider repatriation of the car in August 2020, or whether any decision not to repatriate in August 2020 led to the repairs Mr D says are now needed.

Mr D asked for an Ombudsman to consider the matter. He reiterated his points about events that happened in 2020 regarding his complaint about repatriation of the car. He said he'd never formally accepted the outcome of the previous Investigator on those point; at that time he was only concerned with repatriating the car.

He also said in summary that West Bay had never actually inspected the vehicle and that the car had an MOT done in August 2020, before the incident, this demonstrates its prior satisfactory performance and condition.

As it hasn't been resolved, the matter has now come 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.

As this is an informal service, I'm not going to respond to every point or piece of evidence Mr D and West Bay have provided. Instead, I've focused on those I consider to be key to determining the complaint. But I would like to assure them I have considered everything provided.

Before setting out my findings, I must first outline the scope of my decision. The previous Investigator – who reviewed the complaint in 2022 – concluded that West Bay didn't refuse to repatriate Mr D's car in August 2020. She also found that other issues with the car – unrelated to the August 2020 incident – weren't down to any delay by West Bay.

Both Mr D and West Bay accepted our Investigator's outcome and the matter was resolved. So it wouldn't be appropriate for me to consider this complaint again. Mr D says he never formally accepted the outcome; his main concern was then regarding the repatriation. But it isn't for Mr D to decide (especially in hindsight) which parts of an Investigator's findings he accepts. Accepting the Investigator's view means the findings of it, in their entirety, *are* accepted.

Mr D also says he was told he could come back to this Service if there were further issues after the repatriation. This Service can consider any complaint, if the respondent – so in this case West Bay – has had an opportunity to respond. But that doesn't mean we will revisit complaints we've already given an answer on.

Having considered matters, I don't accept that any delay in settling the bumper claim, from June 2023, means West Bay should pay for any other repairs needed to Mr D's car. In 2021 it was noted the car needed repairs to the bodywork (separate to the damaged bumper) and relating to an oil leak. This has already been decided – as part of the first complaint considered by this Service – not to be related to the claim.

The report provided in June 2023 refers to other repairs needed, which don't appear to have been listed in 2021. However, Mr D says West Bay should be responsible for them as they're as a result of the car not being used for an extended period of time, down to West Bay's failure to repatriate the car. But as we've already made a finding on that in a previous complaint, I can't revisit it.

This decision will only look at matters since January 2023, after the previous complaint was concluded. West Bay already accepts it caused a delay in concluding the claim for the bumper and awarded £250 compensation for the unnecessary inconvenience caused as a result.

I consider West Bay delayed the conclusion of the bumper claim by around four months. At the end of June 2023, Mr D provided an estimate for the repairs needed. It took two months for West Bay to provide a response to this. I consider this could have been done sooner, and West Bay seems to have accepted the same. When Mr D sent a further communication in September 2023, West Bay didn't provide a response. In November 2023, it said it would cash settle the incident-related bumper repairs.

I've no doubt this delay would have caused inconvenience to Mr D, but having considered matters, I think £250 is enough to make up for the inconvenience caused by that delay. So West Bay must pay this amount, if it hasn't done so already.

I've seen no evidence West Bay caused any issues with the car whilst it was being repatriated. Or that its delay in settling the claim for the bumper from June 2023 has caused separate issues that West Bay should be responsible for. So I'm not going to require West Bay to do anything further to settle the incident related repairs needed.

I can't see that Mr D complained about the amount paid for the bumper repairs, so I haven't looked into the amount paid. However, since Mr D asked for an Ombudsman to consider matters, he's said West Bay haven't paid the VAT element of the settlement, even though he's provided it with the appropriate invoice needed. I don't know if that is now resolved, or if Mr D has raised a further complaint about that, but as this is a new issue which wasn't part of the complaint made which led to this decision, I'm not going to consider this as part of this decision.

As part of this complaint, Mr D said some hire costs incurred in August 2020 should be paid. This doesn't appear to have been considered in the previous complaint by this Service, so I have reviewed Mr D's policy terms. Having done so, the policy doesn't cover the cost of a hire car, so I consider West Bay's decision not to pay these costs incurred was reasonable.

As West Bay has already settled the bumper claim (excluding the VAT until an appropriate invoice is provided) it doesn't need to do anymore to resolve this part of the complaint. But if it hasn't done so already, it must pay £250 compensation to resolve the complaint.

My final decision

West Bay Insurance Limited has already made an offer to pay £250 compensation to settle the complaint. I think this offer is fair in all the circumstances.

So my decision is that West Bay Insurance Limited should pay £250, unless it has done so already.

West Bay Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr D accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

If West Bay Insurance Limited considers it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr D how much it's taken off. It should also give him a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 21 August 2024.

Michelle Henderson
Ombudsman