

## **The complaint**

Mrs N and Mr N are unhappy with the length of time it took West Bay Insurance Plc (West Bay) to repair their vehicle after they submitted a claim under their motor insurance policy.

As Mr N is the policyholder, and for ease, I've referred to him throughout.

## **What happened**

In November 2022 Mr N's vehicle was damaged after being broken into and so he submitted a claim to West Bay. He was unhappy with the time it took West Bay to collect his vehicle and authorise repairs and so he raised a complaint. West Bay issued Mr N with a summary resolution communication on 16 January 2023 in relation to this complaint.

Mr N was unhappy with how long the repairs had taken and the quality of repairs carried out and so raised a further complaint. He said he was unhappy with the communication on the claim and his request to use his own repairer was ignored. He was also unhappy West Bay had incorrectly recorded Mrs N as the policyholder.

On 17 May 2024 West Bay issued Mr N with a final response letter. It said once repairs started it became apparent further parts were required but these were on back order which was outside of its control. It said it couldn't find evidence it hadn't allowed Mr N to use his own repairer, but given the parts on back order were from the manufacturer it didn't think Mr N using his own repairer would have sped up the repairs. It said if Mr N wasn't satisfied with the quality of repairs he could provide evidence of this so it could review this. It acknowledged there was a lack of communication. It also said it had incorrectly recorded Mrs N as the policyholder which meant Mr N had to answer further questions each time he spoke to it. It paid Mr N £200 for the distress and inconvenience caused. Mr N didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. She said she thought the parts on back order were outside of West Bay's control. She said Mr N hadn't provided evidence of the poor quality of repairs and as Mr N had now sold the vehicle she was unable to comment on this further. She said she thought there was a lack of communication from West Bay and it had incorrectly recorded Mrs N as the policyholder. She thought the £200 it paid was reasonable to acknowledge the distress and inconvenience caused.

Mr N didn't agree with our investigator's view. He said it took West Bay a month to collect his vehicle and a further month to authorise repairs. He said he felt more compensation was due for the distress and inconvenience caused.

On 23 December 2024 I issued a provisional decision on this complaint. I explained I was unable to consider the complaint points Mr N had raised which had been addressed by West Bay in their summary resolution communication of 16 January 2023 as it had been bought too late. I said I would be considering the merits of the complaint West Bay responded to in its final response dated 17 May 2024.

In my provisional decision I said:

*I want to acknowledge I've summarised Mr N's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr N and West Bay I've read and considered everything that's been provided.*

*Mr N is unhappy with the length of time it took for his vehicle to be repaired. West Bay have said parts ordered were on back order which meant the repairs took longer than expected, but this was outside of its control.*

*The repairs on Mr N's vehicle were authorised on 16 January 2023. On 15 February 2023 West Bay called the repairer and was told a part was on back order. On 20 March 2023 the repairer told Mr N it had to order another cable which had been taken out. It said this was in the internal part of the vehicle and so hadn't been seen before. I can see a note from West Bay's engineer to say he understands how this may have been missed if this was under the dashboard. I can see from invoices further parts were received by the repairer at the end of April and beginning of May 2023. Mr N's vehicle was returned in the middle of May 2023.*

*Based on the evidence provided I don't think West Bay have caused unreasonable delays in carrying out the repairs to Mr N's vehicle. It appears parts were on back order and this is outside of West Bay's control. The evidence from the engineer suggests the repairer were unlikely to know further parts were going to be required in March 2023. So whilst I acknowledge the length of time the repairs took would have been frustrating for Mr N, I can't hold West Bay responsible for this delay.*

*When Mr N received his vehicle back he said there were a number of issues with it. West Bay asked for evidence of these issues so it could review this. I understand Mr N arranged to repair these items himself and has since sold the vehicle. I think it was reasonable for West Bay to offer to review the issues Mr N had raised, but without further evidence I'm unable to hold West Bay responsible for any issues Mr N experienced with the vehicle once it was returned to him.*

*West Bay have acknowledged the level of communication it provided during the repair weren't appropriate. It's also acknowledged it incorrectly recorded Mr N as the named driver meaning he had to answer additional questions each time he called it. I've therefore considered whether £200 compensation is reasonable to acknowledge the impact this caused Mr N.*

*I think Mr N has been caused distress and inconvenience due to the poor communication, particularly from the repairer. He has spent unnecessary time trying to speak to the repairer and West Bay about the repairs to his vehicle which could have been avoided had West Bay kept Mr N appropriately updated. I also think Mr N has been minorly inconvenienced by having to answer additional questions each time he spoke to West Bay.*

*Mr N has said he wasn't offered a courtesy car by West Bay at any point during the repairs. He arranged to borrow a vehicle from a family member and then purchased a new vehicle. Mr N's policy explains West Bay will provide a courtesy vehicle for the duration of repairs if the repair is carried out by its approved repairer. This is subject to availability. I don't think it's reasonable Mr N wasn't offered a courtesy car whilst his vehicle was being repaired. Whilst I acknowledge the provision of a courtesy car is subject to availability, Mr N's vehicle was being repaired for around four months and so I'm not persuaded a courtesy car would have been unavailable for this entire duration. Nor can I see West Bay asked the repairer about the availability of a courtesy car beyond 15 February 2023. I've taken into consideration Mr N was able to make alternative arrangements but doing so has caused him unnecessary inconvenience.*

*Taking into consideration the errors I hold West Bay accountable for, I don't think the compensation of £200 is reasonable to acknowledge the impact caused to Mr N. Mr N wasn't kept appropriately updated about repairs which caused him distress for a number of months. It also didn't offer Mr N a courtesy car at any point during the repair which caused him further inconvenience. I think West Bay should pay an additional £100 compensation bringing the total compensation to £300. I know Mr N would like an apology from West Bay, but I'm satisfied it has offered an apology in its final response.'*

Both parties responded to my provisional decision. Mr N said he spent considerable time dealing with West Bay and the cost of buying and insuring a new vehicle was over £8,000. He said he feels £300 compensation doesn't give West Bay any incentive to improve.

West Bay said it didn't believe its actions around the provision of a courtesy car were unfair. It acknowledges it doesn't appear it asked the repairer about a courtesy car after 15 February 2024 but said it wouldn't have done so unless Mr N had made it aware he required one. It said it understood Mr N was always intending to sell his vehicle once it was repaired and so doesn't think he would have been inconvenienced much by buying a new vehicle before his was repaired.

### **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 reached the same decision I did in my provisional decision.

As explained I'm unable to consider the complaint points Mr N raised which were considered as part of West Bay's summary resolution communication of 16 January 2024 as this was bought too late.

I acknowledge Mr N did spend considerable time speaking with West Bay and the insurer during the course of his claim, and I've taken this into consideration when deciding reasonable compensation for distress and inconvenience. The role of this Service isn't to fine or penalise businesses for poor service and so any compensation awarded is to reflect the impact of an error, and not to incentivise businesses to change its business practices.

I think Mr N was caused unnecessary inconvenience due to West Bay not providing a courtesy car. As explained I'm not persuaded a courtesy car would have been unavailable for the entire duration of Mr N's repairs, and I can see West Bay only asked about the availability of a courtesy car once. I don't think it's reasonable to require Mr N to continue to chase West Bay and the repairer for a courtesy car in order to receive one.

As Mr N wasn't provided a courtesy car he had to make alternative arrangements, first by borrowing a car and then purchasing a new vehicle. I accept Mr N was always intending to purchase a new vehicle and so would have always incurred costs in doing so. However, as he was without a courtesy car he had to do so earlier than expected, and without the funds from selling his current vehicle. This has caused him unnecessary inconvenience which could have been avoided had West Bay provided a courtesy car in line with the terms of the policy.

Having taken into consideration the errors I hold West Bay responsible for, I think it should pay a further £100 compensation, bringing the total compensation to £300. I think this fairly takes into consideration the impact caused to Mr N as outlined above.

## **My final decision**

For the reasons I've outlined above my final decision is that this Service cannot consider the complaint about the issues West Bay Insurance Plc addressed in its summary resolution communication dated 16 January 2023.

In relation to the issues West Bay Insurance Plc addressed in its final response dated 17 May 2024, I uphold Mrs N and Mr N's complaint. West Bay Insurance Plc should pay Mrs N and Mr N a total of £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N and Mr N to accept or reject my decision before 13 February 2025.

Andrew Clarke  
**Ombudsman**