

The complaint

Mrs M and Mr M are unhappy with the length of time it took West Bay Insurance Plc (West Bay) to carry out the repairs on their vehicle after they made a claim on their motor insurance policy.

As Mr M has been leading on this complaint, and for ease I've referred to him throughout.

What happened

The details of this complaint will be well known to both parties and so I've summarised events. In April 2023 Mr M's vehicle was involved in an accident and so he logged a claim with West Bay. West Bay instructed one of its approved repairers to carry out the repairs on his vehicle. Mr M raised a complaint with West Bay in relation to it not arranging him a suitable courtesy vehicle. West Bay issued a final response on 15 May 2023 in relation to this.

Mr M's vehicle arrived with the repairer on 26 May 2023 and he collected it on 17 August 2023. Mr M raised a further complaint as he was unhappy with the length of time the repairs to his vehicle had taken. He said this had meant he had incurred unnecessary hire vehicle costs West Bay should reimburse him for. He said he had difficulty speaking with the repairer and had to visit the repairer to get updates on his vehicle. Mr M explained he had taken out the policy specifically to ensure he received a wheelchair accessible vehicle and it wasn't fit for purpose.

West Bay issued Mr M with a final response on 20 November 2023. It said Mr M's policy included an endorsement which confirmed when a replacement vehicle isn't available, he would receive £50 per day for a maximum of 14 days. It said it had paid the maximum £700 he was entitled to and it hadn't been made aware of any hire Mr M had placed himself in. It said its communication at times was poor, emails hadn't been responded to and apologised for delays Mr M experienced when trying to contact it. It paid £175 compensation as an apology for the service it provided. Mr M didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. He said he thought Mr M was told by the repairers to extend the hire vehicle he had hired himself and so it was reasonable for Mr M to expect this was covered by West Bay. He said he thought the evidence showed the repairer needed to order further parts, but Mr M's vehicle doesn't appear to have been stripped until August 2023 and so could have been returned to Mr M whilst awaiting parts. He said had this been done, Mr M wouldn't have incurred the hire costs he had done. He said he thought West Bay should reimburse Mr M all the hire costs he had incurred. He also didn't think the £175 compensation West Bay had provided for its poor service was reasonable and it should pay a total of £375 compensation to Mr M.

West Bay didn't agree with our investigator. It said it didn't agree its repairer had told Mr M to extend his hire beyond the 14 day hire period. It said it believed the vehicle was stripped between May and June 2023 and the vehicle couldn't be returned to Mr M once it had been stripped.

I issued a provisional decision on this complaint and I said:

'I want to acknowledge I've summarised Mr M'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 M and West Bay I've read and considered everything that's been provided.'

I also want to make clear what I've considered as part of this decision. I've considered the events which occurred following West Bay's final response of 15 May 2023 up until its final response of 20 November 2023. I've addressed the key points separately.

Hire vehicle costs

The terms of Mr M's policy set out if an insured vehicle is being repaired by one of West Bay's approved repairers it will provide a courtesy van for a maximum period of 14 days, or for the duration of repairs, whichever occurs first. The policy terms say a courtesy van will only be provided subject to availability.

Mr M's policy also includes an endorsement which states:

'Wheelchair accessible vehicles

Loss of Use

If you cannot use your vehicle because it has been stolen or damaged, and this loss or damage is covered by this policy, we will pay up to £50 per day for a maximum of 14 days towards the cost of a taxi, bus, train or hire car if our approved repairer is unable to supply you with a suitable courtesy car.'

The vehicle Mr M insured with West Bay has been adapted for his disability and so is wheelchair accessible. Given the adaptations, West Bay's approved repairer were unable to provide a suitable courtesy vehicle. West Bay has paid £50 per day for 14 days, a total of £700, which it says is what Mr M's policy entitles him to. However Mr M's vehicle was with West Bay's approved repairer from 26 May 2023 until 17 August 2023, and so I've considered whether it's reasonable West Bay have only paid for 14 days' worth of costs.

Based on the evidence provided I think there have been unreasonable delays in Mr M's vehicle being repaired by West Bay's approved repairer. The notes provided by West Bay explain the repairs were expected to take at least three weeks. However the repairs actually took around 12 weeks.

West Bay have said originally a repair was going to be attempted, but this wasn't successful and so replacement parts were ordered. I can see these were ordered on 23 June 2023. I don't think it's reasonable it took just under four weeks for it to identify a repair wasn't going to be possible and order parts. Especially given the repairs were originally expected to take three weeks.

I can also see the repairer took images of Mr M's vehicle on 16 June 2023. West Bay have said by this point Mr M's vehicle had been stripped and a repair attempted and so it couldn't return Mr M's vehicle to him. I'm not persuaded this is the case from the images I've seen. The images appear to show Mr M's vehicle intact, and so I think it's more likely than not Mr M's vehicle could have been returned to him whilst waiting for

parts to arrive. Had this happened Mr M wouldn't have incurred all of the additional hire costs he has incurred.

The repairer sent an SMS to Mr M on 6 July 2023 to make him aware the additional parts had been received. Mr M collected his vehicle on 17 August 2023, six weeks later. This means, even allowing for the two weeks the parts took to arrive, the repair took around ten weeks in total to complete. I've not been provided evidence which persuades me this is a reasonable period of time for a repair which originally was due to take around three weeks, even taking into consideration some parts now needed replacing rather than repairing.

I don't think West Bay have appropriately considered Mr M's circumstances during the course of this repair. It was aware Mr M's vehicle is adapted to make it wheelchair accessible and his policy only entitled him to a courtesy vehicle for a total of 14 days. It was also aware Mr M had hired his own vehicle given he made the repairer aware of this on multiple occasions. I think West Bay should have done more to ensure the repairs were completed within a reasonable amount of time, and done more to ensure Mr M was without his vehicle for as little time as possible. For example, by looking to return Mr M's vehicle once it became apparent further parts needed to be ordered. By not doing so I think Mr M has suffered a loss and West Bay need to do something to put things right.

I think it's likely Mr M would have always incurred some hire costs of his own, even had repairs been carried out within a reasonable period of time. Mr M's policy entitled him to 14 days of hire and repairs were originally due to take three weeks. But this was based on parts needing to be repaired rather than replaced, and I can see the repairer has said the repair was a larger one than expected. Even taking this into consideration I don't think Mr M's repairs should have taken longer than five to six weeks.

I'm also aware Mr M appears to hold a guaranteed hire replacement vehicle policy which is provided by another insurer. Mr M hasn't provided evidence he has attempted to make a claim under this policy, but it may entitle Mr M to receive up to £1,000 towards the cost of his hire.

Having taken all of this into consideration I think it's reasonable for West Bay to reimburse Mr M the hire costs he incurred from 5 July 2023 until 17 August 2023 when his vehicle was returned to him, subject to Mr M providing West Bay evidence of the costs he has incurred. I don't think Mr M would have had to incur these costs had the repairs on his vehicle been carried out as they should have been.

I know Mr M had several conversations with the repairer regarding his hire vehicle, however I'm not persuaded it instructed Mr M to extend his hire. I think any discussions Mr M had with the repairer around his hire vehicle were in the context of how long the repairs would take to complete. Mr M was aware his policy only entitled him to 14 days of hire and so I don't think he would have believed the repairer was authorising hire costs on behalf of West Bay.

Mr M has said he doesn't think it's reasonable the policy endorsement only covers a period of 14 days as whilst repairs may often take 14 days or less to complete, this doesn't take into consideration situations when repairs take much longer than this. He has said the endorsement can be considered discriminatory against disabled persons within the provisions of the Equality Act 2010.

I've taken the Equality Act 2010 into account when deciding this complaint – given

that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable.

I'm satisfied the policy endorsement is clear costs are only reimbursed for a maximum of 14 days regardless of if repairs take longer than this. This is also in line with the standard policy terms which state a courtesy car will be provided for a maximum of 14 days. If Mr M doesn't think this was appropriately explained to him when he purchased the policy, he is able to raise this as a separate complaint with the business responsible for selling him this policy.

Customer service

West Bay have acknowledged the service it provided Mr M during the claim wasn't of the standard it should have been. It offered £175 compensation and so I've considered whether this is reasonable.

I don't think this compensation takes into consideration the additional distress and inconvenience Mr M experienced due to the length of time the repairs to his vehicle took. He has spent considerable time speaking with the repairer to get updates on the repairs on his vehicle as well as visiting them in person. He also had to spend time speaking with hire vehicle companies to ensure he was kept mobile during this period. I think this could have been avoided had the repairs been carried out in a reasonable period of time. Having taken this into consideration, along with the impact of the errors West Bay have already acknowledged it was responsible for, I think West Bay should pay a further £200 compensation bringing the total compensation due to £375.'

West Bay said it didn't have anything to add. Mr M provided a detailed response to my provisional decision but in summary said:

- He thought the repairs should have taken less than six weeks and hire should be reimbursed from 23 June 2023
- He has a hire replacement policy now but this was not the case at the time of the claim
- West Bay being unwilling to provide a replacement vehicle for more than 14 days can be considered as indirect discrimination as it put him at a disadvantage compared to able bodied persons
- He thinks the compensation award should be higher in the circumstances

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.

I've considered the additional information provided by Mr M, but having done so I don't see any reason to depart to the outcome I reached previously.

Setting aside the time West Bay's repairer was waiting for parts, the actual repair on Mr M's vehicle took around ten weeks. As I've said I don't think it should have taken four weeks before additional parts were ordered, nor do I think it should have taken six weeks for repairs to be complete once the additional parts arrived with the repairer. Taking into consideration the evidence available, I don't think the repairs to Mr M's vehicle should have taken more than six weeks. I've not been provided any further evidence which has changed my position on this. Based on the hire costs Mr M incurred, beyond those he would have incurred had the repairs been carried out in a reasonable timeframe, I think it's fair West Bay reimburse

Mr M the hire costs he has paid from 5 July 2023.

Mr M has now confirmed the alternative hire replacement vehicle policy he had was in place at the time of the claim and he will look to explore this.

Mr M has said the 14 day period West Bay will provide a vehicle for must be based on the common time for a repair to be completed, however I disagree. Ultimately an insurer is entitled to decide how long it wishes to provide a courtesy vehicle for, and in this instance West Bay have chosen to only provide a replacement vehicle for a maximum of 14 days which isn't unusual within motor insurance. As mentioned previously, if Mr M believes this wasn't appropriately highlighted to him when he purchased his policy he can raise this with the business responsible for selling him this policy.

Mr M has said the provision of a courtesy vehicle for only 14 days can be considered indirect discrimination as it puts Mr M at a disadvantage compared to able bodied people. I don't have the power to find whether Mr M has been indirectly discriminated against because of his disability or whether there has been a breach of the Equality Act 2010. Only a court can do that. But I've taken the Act into account when deciding this complaint. For the reasons I've set out in my provisional decision, I don't think West Bay restricting the hire vehicle costs to 14 days is unfair. However, I do think in the circumstances of this particular case West Bay caused unreasonable delays and have taken into consideration the overall impact this has had on him.

As explained in my provisional decision Mr M has suffered distress and inconvenience due to the length of time he was without his vehicle. However I've not seen anything which persuades me compensation of £375 doesn't appropriately take into consideration the impact West Bay's errors have had on him. Mr M has said he feels the compensation should be increased given the time taken to raise his complaint and dealing with this Service. However we wouldn't make compensation awards for the time someone has spent raising a complaint or speaking with this Service. Instead we will consider the distress and inconvenience caused due to a business's errors, which is what I have done here.

My final decision

For the reasons I've outlined above I uphold Mrs M and Mr M's complaint about West Bay Insurance Plc. I require it to:

- Reimburse Mrs M and Mr M the hire costs they incurred between 5 July 2023 and 17 August 2023 subject to Mrs M and Mr M providing it with the evidence of the costs incurred. It can deduct the £700 it has already paid Mrs M and Mr M towards hire costs from this amount
- *Pay 8% per year simple interest on this amount calculated from the date Mrs M and Mr M incurred these costs to the date it reimburses Mrs M and Mr M these costs
- Pay Mrs M and Mr M a total of £375 compensation

*If West Bay Insurance Plc considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs M and Mr M how much it's taken off. It should also give Mrs M and Mr M a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 19 March 2025.

Andrew Clarke

Ombudsman