

The complaint

Mr B complains about the response of West Bay Insurance Plc ('West Bay') following a motor insurance claim.

Some of Mr B's dissatisfaction is about the actions of West Bay's appointed agents. As West Bay have accepted responsibility for the actions of those agents, in my decision any reference to West Bay should be interpreted as also covering the actions of their agents.

What happened

The background to this complaint is well known to Mr B and West Bay. Rather than repeat in detail what's already known to both parties, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr B's was involved in a low impact collision with another third-party car. He made a claim which was accepted by West Bay. Repairs were carried out to Mr B's car but shortly afterwards, he raised a complaint about the quality of repairs completed, parts used and not being provided with a courtesy car. West Bay arranged for their agent to inspect the car and they identified that some claim related repair issues remained, but others weren't related to the claim damage.

West Bay partially upheld the complaint. They offered to have their repairer take the car back, to put right some of the issues. They also offered Mr B £100 for any trouble and upset caused. Mr B remained unhappy and referred his complaint to our Service for an independent review. Our Investigator recently considered the complaint and didn't recommend that it be upheld. As the dispute remains unresolved, the complaint has been referred to me for 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of my decision

My decision will consider whether West Bay have responded to this claim in line with the relevant policy terms. I'll also be considering the service provided when responding to the claim.

My key findings

It's not in dispute that some additional remedial work was needed following the repairs

carried out by West Bay's agent. West Bay have conceded this, by offering to have their repairer take the car back into their garage. What is in dispute is what damage still outstanding was caused by the loss event (the accident) and what damage *wasn't* caused by the loss event.

Mr B also had his own independent report carried out. This report took place after the car had been returned to him. West Bay considered the content of that report alongside their own review of the car. Having carefully considered the circumstances of the accident alongside the available evidence, I'm satisfied that West Bay's position (that not all the issues outstanding were caused by the loss event) is fair and reasonable. Of particular importance here is the very low impact nature of the collision and the relative height of the two cars involved. As some examples; West Bay concluded that some mechanical and engine issues Mr B has referred to likely weren't accident related, or misalignment/damage to the rear lights which wasn't in the same area as the damage caused by the accident. I find their conclusions to be fair.

West Bay's offer to have Mr B return the car to the repairer was also fair. Regardless of Mr B's trust of the repairer, they first needed to be allowed an opportunity to put things right.

When I've considered our published guidelines on distress and inconvenience awards alongside the circumstances of this complaint, I find that West Bay's offer of £100 sufficiently recognises the avoidable distress and inconvenience caused to Mr B.

Mr B alleges non-genuine manufacturer parts were used in the repair but I'm satisfied that West Bay have been able to evidence that genuine parts were used.

Mr B is correct that this policy offers a courtesy car – but only in specific circumstances. As above, I'm satisfied that if, as Mr B has said, the car wasn't road worthy - this wasn't because of any repair failures arising from damage caused by the accident. The damage that West Bay have offered to put right wouldn't make the car unroadworthy. Mr B referred to exhaust fumes entering the interior of the car, but no evidence has been presented to support that if this issue occurred it was caused by the accident damage. It follows that because a repair wasn't ongoing and the car wasn't unroadworthy – no courtesy car needed to be provided under the policy.

Summary

- It was fair that West Bay offered Mr B the option of returning his car to the repairer to allow further accident-related repairs to be completed.
- I find that West Bay's position that not all the outstanding issues were caused by the claimed for accident to be fair.
- A courtesy car didn't need to be provided when Mr B raised dissatisfaction with the repairs.
- The offer of £100 was fair and reasonable in the specific circumstances of this complaint.

My decision will likely disappoint Mr B, but it ends our Service's involvement in trying to informally resolve his dispute with West Bay.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 15 August 2025.

Daniel O'Shea
Ombudsman