

The complaint

Mrs J has complained about the way West Bay Insurance Plc dealt with a claim she made for damage to her car under her car insurance policy.

What happened

In June 2023 Mrs J's car was damaged in an incident. Mrs J made a claim to her insurer, West Bay.

In August 2023 West Bay arranged for Mrs J's car to be repaired at an approved repairer (AR). The repairs took around 11 days.

Mrs J said that in September 2023, her husband returned the car to the AR as they were unhappy with the nearside window as they said it wasn't closing smoothly. Mrs J said that after this visit, the window improved, but was still not right.

Three weeks later, on 27 September 2023, Mrs J called West Bay about several issues with the repairs and new damage she said had been caused by the AR to the bonnet.

West Bay arranged for an Independent Assessor (IA) to inspect Mrs J's car while she and the AR were present. This took place in October 2023. The IA reported some rectification repairs were needed. But he didn't agree all of the damage identified by Mrs J was caused by the AR.

Mrs J was very unhappy with the service she received from West Bay, the AR and the IA. She was unhappy with West Bay's decision to instruct an IA. She said West Bay had delayed sending her a copy of the IA's report. Mrs J didn't agree with the IA's findings. She didn't agree to her car being returned to the AR for rectification repairs. Mrs J wanted West Bay to pay her a total loss settlement for her car.

In November 2023 West Bay upheld Mrs J's complaint in part. It paid £200 compensation for the distress and inconvenience caused by its poor service. It accepted that further repairs were required, and it had caused a delay in providing the IA's report to Mrs J, which led to her having to call West Bay to chase for this. West Bay apologised for its poor communication.

West Bay said it was clear the relationship had broken down between Mrs J and the AR – and West Bay said it was unable to find an alternative AR to carry out rectification repairs. So it offered Mrs J a cash settlement of £415.34 for the damage it said the IA identified.

Mrs J remained unhappy. She said the IA report missed paint issues that she had raised. She provided a copy email from the new owner of the AR in November 2023 which stated they would not accept Mrs J's car for rectification repairs.

In November 2023 Mrs J arranged for her car to be inspected at another garage. They provided an estimate for repairs to Mrs J's car for £11,382.32.

Although it's clear from West Bay's notes that in September 2023 Mrs J complained that

paint was bubbling three weeks after repair, this issue wasn't addressed in the IA's report, or in West Bay's response to the complaint in November 2023.

In her discussion with the IA following the report, Mrs J said she had issues with paintwork to the bonnet, nearside wing and door alignment.

West Bay has provided a copy of the updated IA report – to include the IA's notes about that discussion with Mrs J - added on 23 November 2023.

The IA remained of the view that any bonnet damage was not caused by the AR. He recommended Mrs J's car be inspected again to look at issues with a door alignment and the nearside front wing paintwork.

West Bay says it is open to do this and contacted Mrs J to arrange a follow up inspection, but Mrs J hasn't agreed to this. It says it has looked at the estimate provided by Mrs J and it isn't liable for damage outside of the IA's report.

Our Investigator thought West Bay had acted reasonably.

Mrs J didn't agree. In summary she says she has been left with a car that hasn't been properly repaired and worth much less than the market value. She cannot find a garage that will carry out the rectification repairs. As West Bay couldn't find one either, she believes it is very unfair for it to settle her claim by paying a cash settlement. She doesn't agree with the amount offered as she says it is well below what it will cost her to repair her car - to put it back in the condition it was in before she made her claim.

Mrs J says the estimate she has provided shows the IA report is missing damage that requires repair. She wants a total loss settlement for her car.

I issued a provisional decision on 2 April 2024. I intended to uphold the complaint in part. I intended to ask West Bay to pay Mrs J £100 compensation in addition to the £200 already paid for the inconvenience caused by failing to consider the paint issues raised before the first IA inspection. And – to arrange for a second IA inspection of Mrs J's car to review the remaining disputed rectification repairs, but excluding the bonnet.

West Bay acknowledged receipt of my provisional decision. Mrs J didn't reply. So the case has been passed back 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 I haven't received any new comments or information, my final decision is on the same lines as my provisional decision.

In summary the IA reported on the following issues raised by Mrs J:

- The near side front window failed to close smoothly.
- The front panel alignment of the bonnet, nearside wing and bumper are not correct

and;

- The nearside rear bumper corner and taillight are incorrectly aligned.

The IA recommended the window issue be investigated by the AR to see if any adjustment may be required. Having reviewed the AR's photos of the repair process, the IA found that none of the panels to the front or bonnet had been removed. And Mrs J confirmed previous repairs had been carried out in this area. So he didn't agree the alignment issues were caused by the AR's repair.

The IA and AR agreed the AR was responsible for correcting the alignment to the nearside rear bumper corner – and for indentation to the bumper panel itself. However, the report reads that Mrs J didn't want her car to go back to the AR for the rectification repairs.

From an email addressed to Mrs J in November 2023, the AR was under new ownership and the new owner confirmed they would not accept Mrs J's car back for repairs.

But I don't think the change of ownership of the AR makes a difference to the outcome. Even if this hadn't happened, Mrs J didn't want her car to go back to the original AR for rectification repairs.

I asked West Bay if it was able to offer the services of an alternative AR to carry out the rectification repairs. West Bay said that in this case, the original AR was given the opportunity to rectify the repairs it agreed it was liable for, but Mrs J refused. It says no other AR will take on rectification repairs that another AR is responsible for.

It isn't unusual for a garage to refuse rectification repairs if they weren't the original repairer. But given that the relationship between Mrs J and the AR had broken down and neither party wanted to deal with each other, I think West Bay's offer of a cash settlement was the only reasonable and remaining one to make in this case.

Mrs J discussed the IA's report with him in November 2023. In response, the IA added to the report that Mrs J raised issues with paintwork to the bonnet, the nearside front wing door and that the IA had missed a door alignment issue.

The IA said he addressed the issues raised at the time of inspection. The only issue raised with the paintwork was with the indentation to the nearside bumper. He remained of the view that the alignment issues were not related to the AR's repairs – as these parts hadn't been removed by the AR.

I've looked at the photos Mrs J provided of her car after the incident and in July 2023 – so, before it went to the AR in August 2023. Mrs J says these photos shows no damage to the bonnet. She says damage to the bonnet was caused by the AR.

Photos of the bonnet provided by Mrs J after repair show chip damage. These photos are taken close up. But the earlier photos are not – and I don't find they are clear enough to show me the condition of the bonnet was different. So I can't safely conclude from Mrs J's photos that the bonnet had no sign of damage before going to the AR. It follows that I'm unable to say – on balance - it's likely the AR caused damage to the bonnet. I've also considered the IA's comments that the bonnet wasn't an area that required removal in order for the AR to carry out its repairs.

I've looked at the estimate provided by the AR for the agreed rectification repairs which was used to calculate the cash settlement. This includes the removal and refitting of the bonnet. So I asked West Bay why the removal of the bonnet was included, given it didn't agree bonnet damage had been caused by the AR.

West Bay said its engineer calculated the cash settlement for the rectification repairs, based on the IA report. This was low, and so they agreed to include the bonnet to increase the

overall sum. West Bay says photos provided by the AR clearly show the bonnet wasn't removed in order for the repairs to be done, so its inclusion of the bonnet in the cash settlement is an uplift for Mrs J, and not an acceptance of liability for the bonnet damage.

In relation to the remaining disputed repairs, West Bay said it has offered for an IA to further inspect Mrs J's car, but she has refused.

I've looked at the report Mrs J provided from another garage along with the photos. There is clearly a dispute as to what damage Mrs J raised during the first IA inspection in October 2023. I can see from West Bay's notes that Mrs J raised the paint issue before this inspection – but the IA disagrees. I think this should have formed part of West Bay's instruction to the IA before his inspection.

I think from the photos provided by Mrs J, there is a clear misalignment to the two left side doors. These were removed as part of the repairs.

However, I don't agree that all of the repairs listed under the report provided by Mrs J are incident related. The total costs to repair Mrs J under this estimate isn't limited to the incident related damage or rectification repairs. The estimate is more than the market value of her car.

I understand Mrs J wants West Bay to pay a total loss value for her car – or arrange for all of the repairs from the report she provided to be covered. But I don't agree this is a proportionate outcome for the reasons I've given. I appreciate that Mrs J doesn't want a follow up inspection by an IA. But I think West Bay's offer to arrange for a follow up inspection by an IA is a reasonable one in the circumstances. I think the fairest outcome is for an IA to review the disputed rectification repairs, along with the report and photos provided by Mrs J's garage, and reconsider the cash settlement if appropriate.

If after a second IA inspection, Mrs J remains unhappy, she can raise any further issues with West Bay as a new complaint.

I think the IA should have reviewed the paint issues which Mrs J had raised with West Bay before he was instructed to inspect her car. For the inconvenience in having to raise this issue after the inspection, I think West Bay should pay further compensation in addition to the £200 it's already paid for its poor communication and service. I think a fair sum is £100.

My final decision

My final decision is that I uphold Mrs J's complaint in part. I require West Bay Insurance Plc to do the following:

- Pay Mrs J £100 compensation in addition to the £200 already paid for the inconvenience caused by failing to consider the paint issues raised before the first IA inspection.
- Arrange for a second IA inspection of Mrs J's car to review the remaining disputed rectification repairs, but excluding the bonnet.

West Bay Insurance Plc must pay the compensation within 28 days of the date on which we tell it Mrs J accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or

reject my decision before 5 June 2024.

Geraldine Newbold
Ombudsman