

The complaint

Ms D complains about how West Bay Insurance plc trading as Zenith (“West Bay”) handled a claim on her motor insurance policy.

What happened

Ms D had a motor insurance policy with West Bay covering her car. In August 2022 she was involved in a collision and reported a claim to her broker.

Her claim was initially handled on her behalf by a third-party accident management company (who I’ll refer to as “T”), which told her that the car would probably be beyond economical repair and would be written-off.

Ms D thought her car was repairable, and her claim was passed back to West Bay.

West Bay had information to show that the car would be a write-off, so it asked Ms D to provide photos and an estimate for repair from her chosen garage. West Bay received the photos but not the estimate, so it closed the claim.

Ms D was unhappy and complained. West Bay didn’t uphold her complaint. It didn’t think it had done anything wrong, and it said it would deal with her claim if Ms D wanted to continue.

Ms D remained unhappy and brought her complaint to this service.

Our investigator looked into it and didn’t uphold it. He said he thought West Bay had handled the claim fairly.

Ms D didn’t agree, and asked that her complaint was reviewed by an ombudsman, so it has been passed to me to make 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.

Ms D has raised a number of different points about the claims process with West Bay, with T and the company whose branding is on the policy she purchased.

It’s important that I say that I’m only able to deal with her complaint about West Bay, which is the insurer of her policy and therefore the organisation who are responsible for the handling of her claim, and that she has raised with it and received its final response.

I understand Ms D’s frustration, especially with the branding aspect that I mention above, so I need to confirm to her that I can’t take that into consideration.

I can appreciate that Ms D finds the contractual and business relationships complex between all of the companies she’s dealt with following the collision, but I can assure her that this complaint is correctly set up against West Bay as the insurer of her insurance policy.

I've reviewed Ms D's experience during the claim she made from West Bay.

The collision happened on 4 August and she notified West Bay on 8 August on a notification-only basis as she thought her claim was non-fault and was being handled by T working on her behalf. West Bay told Ms D she was able to claim under her own policy and that she may be able to retain her vehicle if it was written-off.

During this time, Ms D was told her car would cost about £7,000 to repair by T

On 12 August, Ms D told West Bay she thought her car was repairable and West Bay asked her for photos and a repair estimate. It received the photos by 18 August. It also chased Ms D for the estimate four times either by phone or letter. Then it closed her claim because it hadn't received a repair estimate.

I've thought about Ms D's claims journey with West Bay. I can see from the evidence I have that Ms D was perplexed by her early interactions with her broker and T. And I can see why, as there are a number of organisations involved in her policy and the whole claims process.

But importantly I can't say this confusion was West Bay's fault as many of the conversations Ms D was having were with other companies. Ms D had told West Bay about the damage, but also told it that she wanted to use T, which would mean West Bay didn't need to get involved with the claim any further.

West Bay then got re-involved with the claim when Ms D asked for it to repair her car.

I think West Bay then tried to deal with Ms D's claim in a reasonable way. It was able to obtain photos of the car and damage, which I can see were obtained over a short period of time. Then it chased Ms D for a repair estimate that ultimately didn't arrive. So I can't say West Bay was at fault as it was abiding by her choice of repairer and chasing up missing information it reasonably needed to handle her claim.

Ms D has provided details of these estimates, and their dates, to this service. But I can't see that West Bay received them, which is why it continued to chase up Ms D.

T also told Ms D a "steering geometry check" was needed due to the general area of damage meaning that the car's suspension might be affected. I can see from the file that Ms D paid for this check to happen at a cost of £102.

Ms D asked that West Bay pay this invoice. I couldn't see that West Bay dealt with this in its final response to Ms D, so I asked it whether it would pay. West Bay responded that it wouldn't pay this invoice as Ms D had the job done because of information she'd received from T, and before West Bay had been able to examine her car.

I looked into West Bay's policy wording and I can see this section:

"The insurer will only be liable for the repair costs at a non-recommended repairer if the insurer has agreed that the costs are reasonable and the insurer has issued an authorisation to the repairer."

I can't see that the cost was authorised by West Bay, so I'm not able to say it has acted unfairly in refusing to pay the invoice.

I've also thought carefully about Ms D's claims journey and her interactions with West Bay. She told it about the claim on 8 August, then asked it to repair her car on 12 August. She provided photos, but not the estimate it needed, and it chased her four times for this before it

closed its file on the claim.

So I don't think West Bay has acted unreasonably in how it handled Ms D's claim.

From the information I have, I can see West Bay then re-opened Ms D's claim, and it's my understanding that the repairs have now been completed.

In later correspondence, Ms D has also said she was forced to pay £400 excess when she collected her car from being repaired. I've looked at her policy documents for 2021-22 and I can clearly see that the "Schedule of Insurance" page 9 states there is a Voluntary excess of £250 and a compulsory excess of £150. I hope this clarifies matters for Ms D.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 11 August 2023.

Richard Sowden
Ombudsman