

The complaint

Mr F complains that West Bay Insurance plc is responsible for poor repairs under a claim on his motor insurance policy.

What happened

The subject matter of the claim and the complaint is a sports utility vehicle, made by a mass-market car-maker and first registered in 2013. It had a ram-operated tailgate.

Mr F has told us he acquired the vehicle in 2017.

For the year from February 2023, Mr F had the vehicle insured on a comprehensive policy with West Bay.

In about October 2022, Mr F reported that an accident had damaged the rear of the car.

West Bay arranged an inspection and a repair in November 2022.

In April 2023, Mr F complained to West Bay that its repair had been of poor quality, so that the tailgate of his car wasn't closing properly and was letting in rainwater.

By a final response dated late June 2023, West Bay didn't accept the complaint about the repair. But West Bay said it as sending Mr F a cheque for £75.00 as an apology for telephone waiting times.

Mr F brought his complaint to us without delay.

Our investigator initially recommended that the complaint should be upheld. She thought that West Bay hadn't done a full and lasting repair. She recommended that West Bay should re-look at the damage and make sure the impact of the accident has been properly repaired and, if necessary, provide a detailed report to support any damage they believe is unrelated.

West Bay provided further information.

Our investigator changed her view. She didn't recommend that the complaint should be upheld. She thought that the issue was mechanical, possibly related to wear and tear. She didn't have enough evidence to show it was due to the accident or covered under the policy.

Mr F disagrees with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- His engineer said a screw had sheared when it was fitted to the tailgate bolt.

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.

The policy covered accident damage. The policy didn't cover mechanical failure. I've seen evidence from an online forum that there are known problems with the tailgate of Mr F's model of SUV.

I find it likely that his vehicle's tailgate had a mechanical problem before the accident. When West Bay's engineer assessed the car in October 2022, he noted an uneven gap at the top of the tailgate. He questioned whether all the damage was consistent with the reported accident.

In November 2022, West Bay replaced the tailgate including some damaged bolts on a ram.

I can see why Mr F would be disappointed to have a problem with the tailgate in April 2023. And Mr F sent us a video of an engineer looking at the damaged tailgate and highlighting a sheared screw or stud.

However, I haven't seen a written report or any details of that engineer's qualifications or experience.

So I place more weight on the evidence of West Bay's engineer. He says that the damaged bolts were replaced in November 2022, but the replacement bolts had suffered similar damage by April 2023. He considers that, in each case, the bolts sheared causing failure of the ram.

Such a failure is, in my view, a mechanical failure. I don't consider that the policy covered such failure or consequent damage to the tailgate or adjacent panels. And I don't consider that the evidence shows that West Bay was responsible for a poor-quality repair in November 2022 that caused the problem Mr F experienced with the tailgate from April 2023.

So I don't find it fair and reasonable to hold West Bay responsible for that problem or its consequences.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct West Bay Insurance plc to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 18 January 2024.

Christopher Gilbert

Ombudsman