

## **The complaint**

Mr T complains about delays in West Bay Insurance Plc (West Bay) repairing his car, following a claim for damages, under his commercial motor insurance policy.

## **What happened**

In October 2022 Mr T's car was damaged by a third party. He contacted West Bay to make a claim. It collected his car shortly afterwards and provided a dual control replacement vehicle for him to use. He didn't want the garage West Bay appointed to complete the repairs. He'd had a poor experience with that garage previously and so West Bay agreed to use another repairer.

Mr T says the hire car was taken back after two weeks. He was told the repairing garage would provide a courtesy car – but none was available. Mr T spent long periods trying to get through to West Bay to find out what was happening and was passed between different departments. Eventually, he says his car was repaired and returned to him at the beginning of January 2023. Mr T says he incurred hire car and other travel costs, in addition to lost income.

In its complaint response West Bay says there was a delay instructing a new garage. Confusion about the claim number also caused a delay in authorising the repairs. It apologised for these delays. West Bay says a courtesy car was provided in line with its policy terms.

West Bay told Mr T it has different specialised departments, which explains why his calls may have been transferred to different areas. It apologised for not calling Mr T when it said it would. It explains it was experiencing high call volumes and apologised for the inconvenience this caused Mr T. To acknowledge these failings West Bay offered him £250 compensation.

Mr T contacted our service as he thought West Bay's response was unfair. Our investigator didn't uphold his complaint. He says there had been avoidable delays in repairing Mr T's vehicle and he'd shown he had to cancel work as he had no car. However, Mr T had a separate policy that guaranteed to provide a hire car. He says Mr T should reasonably have mitigated the loss of his car using this policy. This will have avoided the hire costs, train fare, and loss of income. He thought West Bay's offer of £250 was fair in these circumstances.

Mr T didn't agree. He says £250 isn't enough to cover West Bay's delays. He says he doesn't know who else he was supposed to contact regarding a hire car, as he'd tried his broker, West Bay, an accident claims company and the repairing garage. Because he didn't agree with this outcome, Mr T asked for an ombudsman to consider his complaint.

It has been passed 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.

Having done so I'm not upholding Mr T's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

There's no dispute that the repairs to Mr T's car were covered by his policy. My focus here is on the delay Mr T says West Bay caused in arranging the repairs, and the impact this had.

We expect an insurer to handle claims effectively in line with their policy terms and conditions. In this case it took from mid-October 2022 until the beginning of January 2023 to complete the repairs on Mr T's car. I haven't been provided with an engineer's report to confirm the extent of the damage. But from the records and correspondence, this wasn't extensive damage that would be expected to take many months to repair.

I can see from the records that Mr T didn't want his car repaired at the garage West Bay first advised. As he'd had a poor experience of this garage previously, I don't think his request was unreasonable. I think West Bay handled this fairly in agreeing to a different repairer. However, this took some time to arrange, which it shouldn't. West Bay hasn't provided a reasonable explanation to account for this delay – in fact it acknowledges this wasn't acceptable. I also note its reference to confusion over the claim number. This wasn't Mr T's fault – so West Bay is also responsible for the delay this caused.

From the claim records, Mr T's car was booked in for repairs in mid-November 2022. I agree with West Bay that this took too long to arrange. A record dated a few days prior to this shows Mr T was trying to find out where his car was, but nobody was able to tell him. The records confirm Mr T queried the provision of a courtesy car on a number of occasions. He was told a car would be provided, but I can't see that it was.

I think the evidence is clear that West Bay handled Mr T's claim poorly. This resulted in a poor standard of communication and delays. I've thought about the lost income, travel and hire car costs Mr T highlighted. I agree that he waited longer than he should for West Bay to repair of his car. But I must also consider whether Mr T acted reasonably to mitigate the impact that the loss of his car had on him.

When considering this point, I note Mr T has provided terms and conditions for a "Guaranteed Hire Replacement Vehicle" policy. This cover isn't provided by West Bay. The terms for this policy state the following:

*"If the Insured Vehicle is damaged and rendered Un Driveable by a single road traffic collision, fire, malicious damage, theft or attempted theft, (excluding if due to glass damage,) and the incident occurs within the Territorial Limits, We will arrange for a Hire Vehicle, for Your use during the reasonable repair period only or until 3 days following payment has been issued to You in settlement of Your vehicle claim in any event not exceeding the Limit of Cover.*

*The Hire Vehicles supplied are fully serviced, less than 3 years old and will be of the group or higher of that specified in Your policy Schedule*

*If the Insured Vehicle has been professionally adapted or converted to carry a driver or passenger with disabilities and another suitable vehicle is not available, We will reimburse Your transportation costs up to a maximum of £20.00 per for the period Your vehicle is unavailable for use, subject to the number of days cover provided under Your policy as shown on your policy schedule."*

The exclusion section of these terms says:

*“The following are not covered under this insurance: ...*

*d) Any vehicle used for Driver Instruction/Tuition without dual controls.”*

The implication is that this policy is intended for vehicles used for tuition purposes where dual controls are in place.

West Bay’s policy terms provide a courtesy car for the duration an insured vehicle is being repaired. The terms say this is subject to availability and that the aim is to keep the customer mobile during the repairs, as opposed to providing a replacement for the insured vehicle.

The evidence indicates that Mr T had separate cover that would’ve provided a replacement car for the full period his car was with West Bay’s repairer. It also indicates this policy provides a vehicle suitable for Mr T’s business - as opposed to the courtesy car West Bay would provide. This wouldn’t have dual controls and would be subject to availability.

There’s no doubt that Mr T had a poor experience during West Bay’s handling of his claim, with respect to delays and poor communication. But the impact this had could’ve been mitigated had he used the cover he had in place. West Bay wasn’t able to provide a courtesy car due to availability issues with its repairer. But Mr T had a separate policy that guaranteed a replacement vehicle that he could’ve used. I agree with our investigator that had Mr T done this he needn’t have incurred costs for rail travel or the hire car he paid for. Similarly, he wouldn’t have needed to cancel his work commitments.

Having considered all of this I don’t think West Bay handled Mr T’s claim well. For the inconvenience, frustration and delays he experienced it should pay him compensation. But I think the £250 it offered is fair. The remaining issues Mr T highlighted could’ve been avoided. Because of this I can’t reasonably ask West Bay to pay more.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr T to accept or reject my decision before 8 September 2023.

Mike Waldron  
**Ombudsman**