

The complaint

Mrs J has complained that West Bay Insurance Plc has unfairly recorded two claims under her car insurance policy. Mrs J says having two claims has made her car insurance unaffordable.

What happened

In December 2021 Mrs J was involved in an incident which she says was her fault. Her car was damaged and she was advised to move it to the side of the road, where it was left.

Mrs J reported the incident to her insurer, West Bay. The incident location wasn't near to where Mrs J lived. West Bay advised Mrs J to leave her car key on a tyre for the recovery agent to collect her car. Mrs J didn't want to do this.

A recovery agent was booked to collect Mrs J's car on 30 December 2021. This was rearranged by Mrs J for 6 January 2022. Mrs J wasn't able to bring the key to the location on 6 January 2022, and so recovery was rearranged for 13 January 2022. Before the rearranged date, Mrs J's car was stolen.

West Bay recorded the incident in December 2021 and the theft in January 2022 as two claims. Mrs J doesn't agree as she says West Bay should have arranged collection of her car sooner. She says if it had done this, the theft wouldn't have happened and so there would have only been one claim.

Mrs J raised a series of complaints to West Bay, but it upheld only one of them. It agreed it could have been clearer in notifying Mrs J that the third party had claimed against her policy for the December 2021 incident, and West Bay had settled their claim.

West Bay said Mrs J had cancelled the recovery of the car on 29 December 2021 which was rearranged for 6 January 2022 and then 13 January 2022. West Bay said it made arrangements in a reasonable period of time and it wasn't responsible for any delay leading to the theft of the car. So West Bay said it had correctly recorded two claims.

Mrs J remained unhappy and asked us to look at her complaint. Our Investigator thought West Bay had acted reasonably in recording two claims. As Mrs J had rearranged the collection of her car to a later date, she didn't find West Bay was responsible for a delay in her car being recovered.

Mrs J didn't agree. So the case 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.

I understand there is some dispute as to what Mrs J told West Bay about the location of her car before it was stolen. I've listened to key call recordings and carefully considered what both parties say about this. Having done so, I don't think it changes the outcome.

Recovery was first arranged for 30 December 2021. I think this was a reasonable date following the incident on 23 December 2021, taking into account the holiday period.

West Bay's notes show an entry dated 29 December 2021 where it says Mrs J provided the name and address of the garage where her car was being moved to.

Mrs J says she didn't tell West Bay her car was being moved to a garage. She says she arranged for a mechanic from her local garage to view the car at the location to see if it was repairable. She says she gave them the key. She says they advised her that her car looked like a 'total loss' on 29 December 2021.

I think it's possible that there was a misunderstanding here and so - based on Mrs J's account - her car hadn't been recovered to the garage, and was still at the location.

Mrs J says she cancelled the recovery of the car for 30 December 2021. It's not clear to me why this is connected to the mechanic's visit and their opinion that the car is a total loss, other than I understand Mrs J didn't originally intend to claim against the policy. But as she was at fault for the incident and a third party was involved, they did claim against the policy, and West Bay was obliged to deal with their claim.

Mrs J rearranged for her car to be collected on 6 January 2022. She says that on 6 January 2022 the recovery agent called her to ask why the key wasn't with the vehicle.

Mrs J says she told the agent the key was with the garage, and so the recovery of her car was rearranged for 13 January 2022.

On 25 May 2023 Mrs J told us she had then decided to give her key to a friend to leave it on a tyre of the car for collection on 13 January 2022. But Mrs J says when her friend went to the location, the car was gone.

The recovery agent's notes show that Mrs J contacted it on 12 January 2022 to ask if it had collected the car, as it was missing from the location.

I don't think the location of the car - whether it was at the garage or the location - makes a difference to the outcome. Irrespective of the location of the car, the fact not in dispute is that no keys were with the car for the agent to recover it on 6 January 2022. Mrs J told the recovery agent and West Bay there was one key and this was with the garage. This is why the collection of her car was rearranged for a later date.

So I don't think West Bay is responsible for a delay which - had the delay not occurred - Mrs J says her car wouldn't have been stolen. West Bay made attempts to promptly recover Mrs J's car. This means I think West Bay has fairly recorded a separate claim when her car was reported stolen.

Mrs J says she is aware that some agents can recover a car without the key. West Bay says this is possible where no key is available - but specialist equipment vehicles are needed. As a key was available in this case, I don't think West Bay did anything wrong here.

I understand Mrs J will be very disappointed with my decision. And I appreciate that having two claims has had an impact on the premium she pays for insurance. But I haven't seen anything to show that West Bay acted unreasonably. I think it properly dealt with both claims. So I'm not asking it to do any more.

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 Mrs J to accept or reject my decision before 24 October 2023.

Geraldine Newbold
Ombudsman