

The complaint

Ms S complains about West Bay Insurance Plc trading as Zenith Insurance ("WBI") and the way they handled the claim she made on her motor insurance policy, which she feels led to additional damage to her car that should now be covered.

What happened

The circumstances of the claim are well known to both parties, so I don't intend to provide an extensive chronological timeline of the events that transpired. But to summarise, Ms S held a motor insurance policy, underwritten by WBI. Unfortunately, her car was vandalised causing significant damage. So, she contacted WBI to make a claim on this policy. WBI appointed another company, who I'll refer to as "M" to administer the policy on their behalf. As M were acting as an agent of WBI, I will refer to any actions taken by M as though they were made by WBI throughout the decision.

Initially, Ms S' car was deemed a total loss. But she disputed this, and the valuation offered to her. WBI considered Ms S' dispute and arranged a new inspection, which took on board the new information and deemed it to be repairable. So, WBI attempted to find a garage to complete the agreed repairs required.

But due to the make and model of Ms S car, and it's age, WBI were unable to find an approved repairer local to Ms S. And after Ms S refused their offer to settle by a cash in lieu ("CIL") payment, they agreed to transport Ms S' car a significant distance to her own repairer, who I'll refer to as "F".

F completed the original repair works. But Ms S' car failed it's MOT due to damage she felt was caused by exposure to the elements which it was being stored by WBI. So, she wanted WBI to refund her the amount she'd paid putting this additional damage right. WBI arranged for an independent engineer to inspect Ms S' car, and this report recommended WBI pay Ms S £470 for additional damages, which is what they did. But Ms S remained unhappy. And she raised several complaints through the journey of the claim explaining this.

Ms S was unhappy with the delay in arranging for the repair of her car. And she felt this delay led to the additional damage to her car, as it was exposed to the elements while in storage. So, she wanted to be compensated for the delays, and refunded the amount she'd paid for the additional damage to ensure the car passed its MOT. She also complained about the hire costs she'd incurred without a courtesy car, and the lack of communication from WBI.

WBI responded to Ms S' complaints and upheld them in part. They accepted there had been delays in arranging Ms S' car to be repaired. While they didn't think they were responsible for all of them, they paid Ms S £200 to recognise these, on top of their offer to transport Ms S' car to F and back, which they explained they wouldn't usually do. They also offered a further £100 for their poor communication. But they didn't think they needed to pay anything more for the additional damages Ms S was claiming for, based on the findings of the independent engineer, who I'll refer to as "E". And they explained a courtesy car wasn't an option for Ms S, as a nominated approved garage wasn't Ms S remained unhappy and so,

she referred her complaint to us.

Our investigator looked into the complaint and didn't uphold it. They thought the £300 WBI offered, and have since paid, was fair to recognise the delays and lack of communication during the claim process, on top of WBI's agreement to transport Ms S' car to F at no charge to her. And they thought WBI were fair to rely on the report compiled by E, stating that only part of the additional damages were related to weather exposure. So, they didn't think WBI needed to do anything more.

Ms S didn't agree, providing several comments explaining why. These included, and are not limited to, her belief that WBI should've sent her car to F much earlier than they did, so she didn't think the £200 was fair compensation. Ms S also continued to assert her belief she should be reimbursed the hire charges she incurred and that F's opinion regarding the damage to her air conditioning unit ("ACU") made it reasonably clear the damage to this was caused by the weather. So, she disputed E's report, and wanted the costs of the repair work to the ACU refunded to her to resolve her complaint.

Our investigator considered Ms S' comments, but their opinion remained the same. They also provided Ms S the opportunity to provide a full report from F supporting her position but to date, this hasn't been received. And the deadline to provide this report has passed, without further communication from Ms S. So, the complaint has been passed to me for a decision, based on the evidence and information available on file.

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 the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Ms S. I recognise Ms S paid for the policy with WBI expecting it to assist her both practically and financially in situations such as the one she found herself in. And don't think it's in dispute that the repairs to Ms S' car took longer than would usually be expected, or that Ms S was unhappy with the condition of her car after it had been in the care of WBI. So, I can understand why Ms S feels unfairly treated and why she'd feel the need to complain on more than one occasion.

But for me to say WBI should do something more than they have already, I need to be satisfied that what they've already paid Ms S during the claim process, alongside the compensation they've offered, doesn't adequately recognise the mistakes and errors WBI are responsible for. And, while I appreciate Ms S won't agree, I don't think that's the case here. And I'll explain why.

I've first thought about the length of time it took WBI to arrange for repairs to Ms S car, and the way they communicated with Ms S during this process and the investigations afterwards. I don't think it's disputed that there were avoidable delays and a lack of communication at times, as WBI have paid £300 to recognise this. So, as this isn't in dispute, I don't intend to discuss the merits of this issue in detail. Instead, I've focused on the offer WBI paid to put things right and thought about whether I think the £300 is adequate. And I think it is.

I think it fairly recognises the fact that, while it did take a significant period of time to arrange for Ms S' car to be repaired, not all of this time was caused by something WBI did wrong. I

think it's clear Ms S location and the age, make and model of her car made it difficult to find a repairer who could complete the works. While I note Ms S thinks WBI should've appointed F sooner, I don't think WBI were unreasonable to first try and source a repairer closer to Ms S' home, considering how far away F were located and the issues this presented logistically with transporting the car.

And when it became clear no other repairer could be found, I think WBI acted fairly by agreeing to cover the transportation of Ms S' car, when they weren't obliged to do so. Because of this, considering the avoidable delays I think WBI could control, I think the £300 WBI have paid, plus covering the costs of transportation to F to ensure Ms S car was repaired, is a reasonable offer to make. So, I don't think WBI need to do anything more for this aspect of the complaint.

I understand Ms M may dispute this. And I do note during the time she was waiting for her car to be repaired, she needed to hire a car to keep her mobile which I don't doubt would've impacted her financially. So, I appreciate why Ms S feels WBI should cover the costs of this. But crucially, the policy terms and conditions explain that a courtesy car would only be provided to Ms S if the repairs to her car were completed by an approved repairer of WBI's. And on this occasion, I think it's clear WBI's approved repairers were unable to complete the repairs, due to the expertise needed because of the car Ms S drove. So, I don't think Ms S would ever have been entitled to a courtesy car and so, she would always have needed to hire a replacement. Because of this, I don't think I can say WBI should cover the costs of this hire.

I've then turned to what I believe to be the main point in dispute, which centres around the additional repairs Ms S had to pay for, so her car would pass its MOT in January 2023. I note Ms S believes the majority of these repairs resulted from damage caused by her car being stored outside while a repairer was found. So, as WBI were responsible for the storage of Ms S car during this time, she feels WBI should reimburse her the costs she's paid.

As I've already explained above, I do think there were some avoidable delays when WBI were trying to source a repairer. And, as Ms S' car roof had been damaged in the incident that led to the claim, I would've expected WBI to ensure the car was stored in a way that prevented further damage. And I think it's clear they didn't here. So, I would expect WBI to cover the costs of any damage caused by the weather exposure.

But crucially, I would only expect them to cover the costs of the repairs to damage that was most likely caused by weather exposure. I note WBI appointed E to consider the repairs Ms S paid for and produced a report recommending WBI pay £470 to Ms E for repairs to water damage to her driver's side, wheel balancing and replacements speakers. But crucially, they didn't think all of the repair work Ms S paid for could definitively be attributed to weather exposure. And this included the ACU which I've focused on as it appears to be the main element in dispute.

I want to make it clear it's not my role to decide whether or not the ACU was damaged by weather exposure, as I don't have the expertise to do. Instead, it's my role to consider the actions WBI took, in this case refusing to cover the costs of the repairs to the ACU, and whether they were fair and reasonable.

And in situations such as these, our service deems it fair that a business such as WBI rely upon the expert opinion provided which in this case came from E who were acting independently. As E didn't think the ACU was definitely damaged because of the weather exposure, citing the age of the car and how this may have had an impact, in line with our service's approach I don't think I'm able to say WBI acted unfairly when relying upon this

opinion.

I appreciate Ms S disagrees, and she's provided emails from F which she feels supports her position that the ACU was. But I don't think these informal emails alone are enough to say WBI should've disregarded E's report. And I note our investigator explained to Ms S we would require an official report from F which explained in detail why they felt the ACU issue was down to weather exposure, and not potentially age related like E felt it was. Ms S has been given an opportunity to obtain and provide this to our service, but to this date one hasn't been provided.

So, without this, while I do appreciate why Ms E feels unfairly treated, I don't think I can fairly say, based on the information available to me, that WBI were unfair when relying upon E's report and E's opinion. So, I think they've acted fairly when only paying the costs recommended by E at this point in time, and because of this, I don't think I can say WBI should do anything more.

I understand this isn't the outcome Ms S was hoping for. And I want to reassure Ms S I have thought carefully about the financial impact to her, as she's needed to pay for additional repairs she doesn't think she should've, had her car not been in storage for as long as it was, stored in the way it was. But as I've explained above, I think the payment WBI has paid regarding these repairs is reasonable at this point in time, based on the evidence and information that's available to me.

And while I do think WBI could've progressed the claim more efficiently at times, and communicated with Ms S more proactively, I think the £300 compensation paid fairly recognises the impact caused to Ms S that WBI are responsible for.

My final decision

For the reasons outlined above, I don't uphold Ms S' about West Bay Insurance Plc trading as Zenith Insurance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 2 January 2024.

Josh Haskey
Ombudsman