

The complaint

Ms B has complained about the way a claim has been recorded and the way it was handled by her insurer West Bay Insurance Plc.

What happened

On 25 October 2022 Ms B reported to West Bay that her car keys were missing. West Bay recorded the incident as a notification with a date of 19 October 2022, being the date Ms B gave as when her keys went missing, so the date of the incident.

As requested by Ms B, at the beginning of November 2022 West Bay made arrangements for Ms B's car to be repaired. West Bay would meet the costs to replace the missing keys up to £500 under the terms of the policy: any additional costs were the responsibility of Ms B. However, West Bay met the costs of recovery to a garage near to Ms B's home address.

Ms B's policy was due for renewal on 23 November 2022. West Bay didn't offer renewal to Ms B and so her policy lapsed. She took out another policy.

In January 2013 Ms B complained to West Bay. She said it had incorrectly recorded the claim details on a central database. Because of this, her new policy had been cancelled by the insurer and she'd incurred a penalty.

Ms B said West Bay didn't give her a choice as to where the repairs could be done. She said she'd received an estimate from a garage near to where she was at the time (which wasn't near her home address) for around £400. She was unhappy with the claim costs recorded and the date of the claim - and said West Bay hadn't provided details of the costs of the claim and dates for her to accurately declare to her new insurer.

In February 2023 West Bay didn't uphold Ms B's complaint. It said it had correctly recorded the date of the claim. It arranged for repairs to take place locally to Ms B's address under the policy in case any rectification repairs were needed.

Ms B asked us to look at her complaint. She wanted West Bay to refund the £579.10 she paid above the £500 West Bay paid for the key replacement for her car. She wanted it to update the central database with the correct information about her claim. And Ms B wanted West Bay to pay the difference she had to pay in penalty fees for cancelled insurance policies since the claim.

Our Investigator didn't find West Bay had done anything wrong. It had correctly recorded the claim, it had included the total costs of the claim on the central database which it is obliged to do. She thought West Bay was entitled to decide to have the repairs carried out locally to Ms B's address under the policy and it gave a valid reason as to why.

The Investigator explained that Ms B was aware she had an open claim when she arranged the renewal of her policy for 23 November 2023 - as she had made the claim earlier that month. She noted that Ms B has raised a separate complaint against her new insurer in relation to the cancellation. The Investigator didn't agree West Bay was responsible for recording incorrect claim information about the incident.

Ms B 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.

As Ms B reported an incident and subsequently made a claim, I think West Bay correctly recorded the details at each stage. Until a claim is settled and closed, it will show as an open claim on a central database insurers use to share claim related information, including 'notification only' incidents.

I understand Ms B says she spent time regularly in another location to her home address. And it is in this country that Ms B's car was when she reported the keys as missing. From the email exchanges on 2 November 2022, I think West Bay kept Ms B informed of where it intended to recover her car to so that the garage carrying out the repairs (transmitter, locks, replacement keys) was local to her home address. I don't think this was an unreasonable approach for West Bay to take - and in any event it is entitled under the policy to make this decision even if Ms B might not agree with it.

I understand Ms B is unhappy with the claim costs. But West Bay met the costs to recover the car and has correctly recorded the claim costs on the central database. I find that Ms B has paid a fair amount in line with the claim costs for the difference in repairs: being a total of £1,079.10. As West Bay's limit for this type of claim was £500, Ms B therefore correctly owed the balance of £579.10. The garage has provided a breakdown of the costs for the parts and labour and I'm satisfied this is reasonable.

Ms B says West Bay didn't provide her with the details of the costs of her claim when she renewed her car insurance policy. I can see that West Bay settled the claim on 1 December 2022. So it wasn't possible to provide final claim costs in time for Ms B's renewal date of 23 November 2022. At this stage, Ms B was aware that the claim was open - as repairs weren't completed until after the renewal date. I can't comment on why Ms B's policy at renewal was cancelled, as the Investigator explained - this is separate to her complaint about West Bay. I can see West Bay provided a full breakdown of the costs to Ms B on 20 January 2023.

Ms B says she had the additional costs of bringing the car back to the location where she lost the keys. I don't think this is a cost West Bay is responsible for. Its reasons for recovering the car to a garage local to Ms B's address makes sense in case of any rectification issues.

Ms B says that this reason isn't valid for her circumstances as she travels regularly to other locations for work and leaves her car in the port. This doesn't mean that West Bay's decision was unreasonable. The address where Ms B says her car is kept mainly overnight is the address West Bay reasonably used to make its decision as to how best deal with the claim.

Ms B says she asked how much the claim costs would be and didn't receive a reply - and she didn't agree to her car being moved to near her home address for repairs. But this doesn't change the outcome. It's clear from the email exchanges on 2 November 2022 that Ms B didn't object to West Bay's decision to recover the car to near her home address - and the final costs of the claim were not recorded under the central database until 1 December 2022. The claim repairs weren't completed until 27 November 2023, which was after the renewal date. So West Bay would not have been able to give Ms B final costs for the claim before it was closed. This isn't unusual when the timing of an open claim is close to the renewal date.

I can see that Ms B mentioned an alternative for a repairer near where her car was parked. She wrote in response to an email dated 2 November 2022 confirming West Bay would arrange for her car to be recovered to near her home address :

(regarding the recovery arrangements).....*"This seems more cost effective, and if an auto engineer can be sorted to then lift the vehicle at the port and sort a new fob/keys. I can then collect the vehicle when repaired.*

Alternatively, there is an auto engineer in (location near port inserted here) who has quoted £400 plus VAT to travel to (name of) port, and sort fobs/keys. I do not know anything concerning credentials, etc."

As Ms B had been informed as to how West Bay intended to deal with the claim. I don't think it acted unreasonably in not considering the alternative repairer. In any event, an insurer is entitled to use its network of approved repairers in line with the policy, which is what West Bay did in this case.

So - it's clear that Ms B did make a claim and this claim was dealt with reasonably and in line with the policy. I think Ms B has paid the correct amount as set out under the policy for her claim. The policy says:

"8 Replacement locks

What is covered under this section

If the keys or other ignition activation device to the car or the lock transmitter are stolen the insurer will pay up to a maximum of £500 under this section towards the cost of replacing:

The door locks and/or boot lock.

Ignition/steering lock.

The keys or ignition activation device or the lock transmitter and central locking interface.

The reasonable cost of protecting the car, transporting it to the nearest repairers when necessary and delivering it after repair to your address.

Provided it can be established that the identity or the risk address of the car is likely to be known to any person in receipt of such items.

What is not covered under section 8

The first £100 of any claim.

Any claim where the keys, lock activation device or the lock transmitter and central locking interface are either:

Left in or on the car at the time of the loss; or

Taken without your permission by a person known to you, unless that person is reported to the police."

So, taking everything into account, I don't think West Bay acted unreasonably. 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 Ms B to accept or reject my decision before 29 December 2023.

Geraldine Newbold
Ombudsman