

The complaint

Mr D complains about delays in West Bay Insurance Plc (West Bay) arranging repairs to his car, and for its poor standard of service following a claim he made under his motor insurance policy.

What happened

Mr D was involved in an accident when driving in December 2022. His car was damaged, and he made a claim to West Bay. Mr D says the damage wasn't assessed until February 2023. He was told the repairs would only take three to four days to complete, but it would take until the end of the month for the parts to arrive. Mr D says this timeframe was subsequently extended. Due to delays in obtaining parts, his car wasn't fixed until June.

Mr D says he continued to pay the insurance and finance on his car whilst it was with West Bay's garage. He says his car was driveable and West Bay could've returned it for him to use until the delayed part arrived. Because it didn't he was left with the use of only a small courtesy car for a long period. Mr D doesn't think he should pay his policy excess in light of the delays and poor service.

In its final complaint response West Bay says some of the parts needed for the repair were on back order. It refers to an ongoing issue in the insurance industry in obtaining parts for repairs. West Bay says the delays in Mr D's case were outside of its and its body shop's control.

West Bay says Mr D's policy excess is always payable in the event of a claim. It says its body shop provided a courtesy vehicle as per the terms of his policy. It explains that it has different specialist teams, which is why Mr D spoke to different agents. But it acknowledged some delays when Mr D had tried to make contact. It offered £75 compensation for the frustration this caused. But it didn't agree it was responsible for his finance payments.

Mr D didn't think he'd been treated fairly and referred the matter to our service. Our investigator didn't uphold his complaint. He didn't think West Bay had control over the repair delays and says its repairer had kept Mr D updated. Our investigator says a courtesy vehicle was provided in line with his policy terms and conditions. And that Mr D's policy excess was payable according to this agreement. He says the compensation offered was fair to acknowledge the delay in answering his calls.

Mr D disagreed with this outcome and asked for an ombudsman to consider the matter.

It has been passed to me to decide.

I issued a provisional decision in January 2024 explaining that I was intending to uphold Mr D's complaint. Here's what I said:

provisional findings

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 my intention is to uphold this complaint. I don't think West Bay treated Mr D fairly. Let me explain.

Mr D's car was collected in early February 2023. I understand that he thought this should've happened sooner. The claim records show this was around seven weeks after Mr D first reported his loss. I can't see that it's been explained in any detail why it took this long. West Bay refers to industry wide issues in ordering parts. I'm aware there has been a global supply issue impacting the procurement of spare parts. But it isn't clear why it took seven weeks to assess the damage to Mr D's car.

A record dated 20 February 2023 says all required parts are due to arrive in the next day or two. This is apart from the front bumper. A note on the 2 March says the bumper still hasn't arrived. On 25 April a note states a painted bumper had been ordered but it may be possible to get an unpainted one sooner. An unpainted bumper was then ordered. The claim records indicate updates were provided to Mr D every few weeks. Albeit this was just to tell him the missing part hadn't arrived yet. The missing bumper was delivered on 9 June and the repairs were then completed on 21 June.

Six months is a long time to wait for repairs to be completed. I acknowledge there have been issues affecting the industry when sourcing spare parts. But Mr D was without his car from early February 2023 until it was returned to him on 23 June. During this period, he was provided with a courtesy car. But this was significantly smaller than his car and caused him inconvenience. Given there was such a long wait for the bumper to be delivered, I would've thought West Bay would contact Mr D so that he had the option of using his car rather than storing it at the garage. From what I can see the damage was limited to dents and scratches to the bodywork. But the car was still driveable.

Mr D refers to his finance and insurance charges whilst his car was at West Bay's garage. I can certainly understand his frustration here. But it's Mr D's responsibility to insure his car, and as he made a claim he's required to pay the full annual premium in line with his policy terms. Similarly, Mr D is responsible for paying his finance agreement. This isn't something West Bay is responsible for.

In these circumstances it would've made sense for West Bay's approved repairer to obtain all the necessary parts before booking Mr D's car in. This will have avoided the inconvenience he was caused when having to use a smaller, lower specification car than his own, for around five months. I think it's fair that West Bay offered £75 compensation in relation to the standard of service it provided. But because of the inconvenience it caused him over a long period, it should increase this to £500 in total.

I acknowledge West Bay's comments that its records don't show Mr D asking if he could use his car instead of the courtesy car replacement. But I think the onus is on it to handle the claim effectively and ensure Mr D was aware of the options available to him. I don't think it's reasonable to expect him to understand how the repair process worked, or if it was possible to have his car back once the process had begun. West Bay could've handled this claim better, and I think it's fair that it compensates Mr D for the inconvenience this caused him over a period of five months.

I said I was intending to uphold Mr D's complaint and West Bay should pay him £500 compensation.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mr D didn't respond with any further comments or information for me to consider.

West Bay responded to say that the claim was first reported on 19 December 2022 and Mr D was contacted by the repairer straight away. It says this was the week before Christmas, which should be a consideration.

In its response West Bay says an estimate was booked in for 2 February 2023, and Mr D was able to use his own car up to this point. It says he was also able to use his car after this until it went in for repairs on 23 February. West Bay says its repairer informed Mr D that the booking in date was tied in with the expected arrival of parts. So, when it booked his car in it was because it was expecting the parts to have arrived by then, with the bumper arriving a few days later.

West Bay says its repairer's notes show Mr D had requested an automatic vehicle if possible, and that he was willing to wait for one. It says its repairer managed Mr D's expectations throughout. It didn't suggest he should take his car back as the estimated delivery date for parts kept changing. West Bay says it was impossible for its repairer to know that the bumper wasn't going to arrive until June 2023. The business points out that its repairer did explore an alternative by ordering an unpainted bumper.

West Bay says it wouldn't have been practical to offer Mr D his unrepaired car back until the bumper arrived, as the estimated delivery date kept changing. It says had this happened it may have resulted in more inconvenience for Mr D in bringing his car back and swapping it with a courtesy car. West Bay says it accepts giving Mr D back his car would've been the best option had it been aware, from the start, that the bumper wouldn't arrive until June 2023. But it says it had no way of knowing that it would take as long as it did.

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 persuaded that a change to my provisional findings is warranted. Let me explain.

In my provisional decision I said it hadn't been explained why it took until February 2023 for the damage to Mr D's car to be assessed. West Bay hasn't provided comment on this point in its further submissions. My view remains that this should have been completed sooner.

I note what West Bay says about Mr D having the use of his car up to 23 February 2023. Accepting the time needed to assess the damage. But this still meant that he was without his car for four months until 21 June when the repairs were eventually completed.

I've thought carefully about West Bay's comments that the delay with the bumper wasn't known about when the car was taken in for repairs. I acknowledge the estimated delivery date for the bumper changed several times, but I don't think West Bay's shown that this necessitated it storing Mr D's car at its garage for the time it did.

Given the ongoing uncertainty about when the bumper would arrive, West Bay and its repairer should've ensured Mr D was happy using the courtesy car or if he'd prefer to take his car back. This may have meant him dropping the car back when the bumper finally arrived. Or potentially West Bay arranging collection. But this will have meant Mr D had the convenience of using his larger, higher specification car for this period. I think this option should reasonably have been given to Mr D.

Because of the ongoing uncertainty around the arrival of the bumper, I think Mr D could've been given the option of having his car returned to him at an early stage in the claim. Arrangements could then have been made to have the car returned to the repairer when all the necessary components were available. Because of the delayed assessment and the failure to communicate this option to Mr D, I think it's fair that West Bay compensates him for the inconvenience it caused.

My final decision

My final decision is that I uphold this complaint. West Bay Insurance Plc should:

- pay Mr D £500 compensation, in total, for the inconvenience it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 26 February 2024.

Mike Waldron
Ombudsman