

The complaint

Mr B complains about West Bay Insurance Plc's ("West Bay") handling of his claim under his caravan insurance policy.

What happened

The background to this complaint is well known to the parties so I won't go into detail but will summarise the key points. Mr B's motorhome was damaged following an accident while abroad. Mr B reported this to West Bay for them to arrange the repairs. Mr B felt things were taking too long so he complained. As well as the delay in handling the claim, Mr B also complained about West Bay's decision to accept liability for the accident.

West Bay dealt with Mr B's complaints in two parts, firstly, they looked at the claims handling in relation to recovering Mr B's motorhome to the repairer – who I'll refer to as company O. Secondly, they addressed Mr B's complaints about the delays in carrying out repairs after Mr B's motorhome had been delivered to company O. In relation to the first complaint, West Bay said they reserve the right to decide how to settle liability and they decided they couldn't defend the third-party claim. In relation to the claims handling, they said there were delays in arranging repairs due to the availability of a garage – and even though West Bay tried to find an alternative garage, they couldn't due to the specialist nature of the motorhome. They accepted there were issues with recovering Mr B's motorhome to company O. They agreed the recovery of the motorhome could've been smoother and this delayed the repairs. They also accepted their communication with Mr B on the claim should've been better and they apologised for the delay and overall service Mr B received. They confirmed a cheque for £300 compensation had been sent.

In relation to the second complaint, West Bay said they understand Mr B is concerned about the delay in repairs and the further damage caused to his motorhome due to remaining idle while awaiting repairs. They provided a timeline of events following Mr B's motorhome being recovered to company O and said they don't have any control over how long repairs take. They said, despite this, they accept Mr B had contacted them on numerous occasions to get things moving, so they'd arranged to send £250 compensation.

Our investigator looked into things for Mr B. He agreed there had been delays caused by West Bay and, in relation to the first complaint, he recommended they increase their offer of compensation to £500. In relation to the second complaint, as there was still a dispute between Mr B and West Bay around damage attributable to the delay in carrying out repairs, our investigator recommended West Bay instruct an independent engineer to provide a report on the damage caused by any delays, and for West Bay to pay £250 compensation. West Bay agreed, but Mr B disagreed so the matter has come to me for a decision.

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've decided to uphold the complaint. And, I think the investigator's recommendation is a fair way to resolve matters. I understand Mr B will be disappointed by this but I'll explain why I have made this decision

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I think it's important to add, I won't be commenting on every event during the claim, instead I have taken a broad approach to the overall service provided. I'll also add, my decision focusses only on the events up to West Bay's second complaint response dated 30 September 2022 as these are the complaints which they've had an opportunity to address.

Liability decision

I can see Mr B is concerned about West Bay's decision to accept liability for the accident. The policy terms and conditions say, "*We are entitled to take full control of any claim...We can prosecute or defend any claim in your name.*" This means West Bay can decide on liability, but we would still expect them to take a fair and reasonable approach when reaching their decision. In this case, I can see the third-party insurers hold Mr B responsible, and I've also seen Mr B's account of the event. The information shows West Bay asked Mr B for his account, they received the third party's account, and they instructed an overseas agent to make enquiries and deal with the claim. I can see the agent discusses a witness statement which holds Mr B responsible and West Bay then explain to Mr B that liability would need to be conceded. So, I think West Bay have acted fairly here. They've taken into account the testimony from both parties, and it appears the most persuasive evidence here was from an independent witness – which I can't say is unreasonable in the circumstances.

Recovery and claim delays (up to Mr B's motorhome being recovered)

The accident occurred in August 2020, and I can see Mr B reported this to another business. I can see Mr B has raised a separate complaint about their handling of his report and they've responded separately to his complaint. In this case, I'm only looking at the actions of West Bay so I can't make any findings against the other business and Mr B will need to pursue this separately.

I can see West Bay were first made aware of the claim in April 2021, after which they start looking into repairs. A repair estimate is received in July from company O - a garage nominated by Mr B - and West Bay then ask for further images to support the estimate. The information provided by West Bay shows they acknowledged there had been delay in not chasing for the estimate and images and they offered Mr B £75 which he accepted.

In August Mr B raises concerns that his motorhome is still at his property in an unrepaired and unusable state. Mr B explains his MOT has expired but he can't arrange for this to be done as the MOT is reliant on the repairs being completed – and the vehicle tax, which has also expired, can't be arranged until the MOT has been carried out. Mr B continues to raise concerns about his motorhome not being recovered to company O. He also explains company O has confirmed it's fine for his motorhome to be stored at their site while awaiting a repair slot. Mr B continues to chase for a response and reminds West Bay his motorhome remains parked at his address, illegally, as it doesn't have any tax or MOT.

Company O then confirm they don't have any repair slots until the end of September. West Bay then contact their own approved network of garages to confirm if they're able to assist and get an earlier date booked in, but they confirm they don't have availability to take on the repairs. West Bay then email Mr B on 17 August and explain they've exhausted all options available to try and sort out the repairs. They say they don't have approved repairers who

are able to complete the work, so that's why they agreed for the repairs to be carried out by Mr B's own chosen repairer, company O. They say as company O aren't able to start the work until end of September, they can't push this forward as company O aren't one of their approved garages. They say the only option would be for Mr B to choose another garage who might be able to carry out the work sooner, or for West Bay to pay a cash in lieu settlement for the repair work cost. They say, apart from this, they can't offer any other options.

West Bay's claim notes say company O are willing to store the motorhome until they can carry out the repairs – and that the motorhome won't start so recovery will need to be arranged. Mr B continues chasing the position through to the end of August and early September. Between 25 August to 16 September, Mr B chases on six occasions before he receives a response from West Bay on 20 September to say they've instructed a recovery company to contact Mr B and collect his motorhome the following day to deliver it to company O. I can see Mr B also confirms the weight, size and dimensions of his motorhome. Mr B then contacts West Bay and explains the recovery agent couldn't recover his motorhome due to its size and weight. West Bay then respond and explain they've raised the issue with the recovery agent as they shouldn't be sending incorrect trucks after Mr B had confirmed the size and weight of his motorhome. A further appointment is made for a recovery agent to collect Mr B's motorhome but again they're unable to recover it - this time due to its length.

Mr B emails West Bay about this and also explains his motorhome has now developed faults due to being parked and unused for this length of time. By this point, and after a further unsuccessful attempt to recover Mr B's motorhome to company O, the repair slot is missed. There's an internal email from West Bay in early December which shows they note Mr B's claim needs progressing. They then contact company O regarding the repairs. Mr B continues to chase West Bay and they then explain another repair slot has been arranged for 9 May 2022, and then changed to 13 June. During this time Mr B complains about further faults including his tyres, which he says are flat due to the motorhome staying in the same position. He says there's also an issue with the battery and a starting fault. Mr B's motorhome is then recovered on 3 May.

Taking this into account, I think there have been a number of errors by West Bay. There were a number of failed attempts to recover Mr B's motorhome which was down to an unsuitable recovery truck being sent – this was despite Mr B confirming the dimensions and weight of his motorhome ahead of the attempted recoveries. Finding a garage to carry out the repairs was already proving difficult so it's clear Mr B was left very upset and frustrated when the many failed attempts to recover his motorhome led to the original repair slot being missed.

The next available repair slot was then almost nine months later – and I think this was avoidable had Mr B's motorhome been recovered during the initial attempts. In addition to this, I can see Mr B had to continuously chase West Bay for updates as he wasn't kept updated and he often didn't receive a response to his emails. When considering the impact, I've also taken into account Mr B was contacted by the police as his motorhome was parked on the road without tax as well as the loss of use and enjoyment of his motorhome. So, I think Mr B was caused a significant level of upset, frustration and inconvenience.

I can't say though that the whole period between West Bay being informed of the accident and the motorhome being recovered is down to delays in West Bay's claims handling. The information shows West Bay did try to book an appointment through their own network of repairers after finding out company O couldn't carry out the repairs until September 2021, but they weren't successful. West Bay then also gave Mr B the option of a cash in lieu settlement. I think these were reasonable steps for West Bay to take. That said, and as

mentioned above, there have been delays caused by West Bay as well as a lack of communication. So, I think compensation of £500 for this part of the complaint is fair and reasonable in the circumstances and reflects the significant upset, frustration and inconvenience to Mr B.

Repair delays and additional damage to motorhome

For this part of the complaint, I've looked at the issues Mr B has complained about following his motorhome being recovered to company O and up to West Bay's complaint response in September 2022.

The information shows, leading up to Mr B's motorhome being recovered in May 2022, he raised additional problems with his motorhome – specifically issues with his battery, tyres and brakes. Mr B felt these issues were caused by the length of time his motorhome was sat idle while waiting repairs. Given the additional issues being raised, West Bay arranged for company O to prepare a revised estimate. The revised estimate was received by West Bay in June with the scope of repairs being authorised in July. There was a dispute between Mr B and West Bay around which further issues should be attributable to West Bay's delays so it was agreed Mr B's motorhome would go in for an MOT, and if this identified issues with the tyres or brakes, these would be covered.

During the repairs, it was agreed that company O would return Mr B's motorhome so it could be used for a holiday and would be returned to company O to enable them to complete the repairs. Mr B raised further issues with his motorhome having driven it and he asked West Bay to cover these during the repairs. West Bay then decided a detailed report would be required from company O to enable them to consider the further issues. It was agreed the report would then be assessed by West Bay's engineers to determine which issues are attributable to the motorhome being sat idle. Based on this, West Bay felt they hadn't delayed in handling the repairs.

Looking through the information, I don't think it was unreasonable for West Bay to wait for a revised report from company O before authorising the repairs – and I also don't think they acted unfairly when arranging a separate report after further issues were raised by Mr B about his motorhome. I think it's right that West Bay consider any issues which Mr B felt were attributable to his motorhome being sat idle for the length of time it was – and arranging an inspection and report by company O was an appropriate solution to establish which issues should be covered.

I can see things progressed from here and, at the point our investigator issued their view on this part of the complaint, Mr B had raised further issues with his motorhome, and it was clear there were still a number of areas of dispute between Mr B and West Bay on which damage should be attributable to his motorhome being sat idle. So, our investigator recommended West Bay instruct an independent engineer to provide a report on all issues which can be linked to the motorhome being sat idle. This report was provided, and it appears all repairs agreed between Mr B and West Bay have now been completed.

That said, I think there are periods where West Bay could've progressed things quicker given the delays which had already occurred – such as authorising the repairs sooner following receipt of the revised report.

In addition to this, I've also found the communication could've been better and the lack of updates meant Mr B had to keep chasing West Bay to get things moving. I can see there was frustration and inconvenience caused to Mr B in having to chase for updates. To address these issues, I can see West Bay agreed to waive the excess which would've been payable by Mr B and also paid £250 compensation – and I think that's fair and reasonable in the circumstances.

I acknowledge Mr B doesn't feel the compensation recommended by the investigator is sufficient to reflect the impact on him and it doesn't cover the losses he has incurred. He says, up to the point the second complaint response was issued, it was two years since the accident, during which time he lost out on the use and enjoyment of his motorhome, and he also wasn't able to take part in his motocross hobby. I agree the delays meant Mr B was without his motorhome for longer than he should've been. But I can't say the two years are fully attributable to West Bay's delays. I've already referred to the delays caused by West Bay and the compensation I think is reasonable to reflect the impact on Mr B.

I can see Mr B also feels West Bay should be responsible for the insurance and tax he has paid for his motorhome over this period. I can see Mr B asked West Bay to maintain his insurance at no cost while it was parked at his home and while the repairs were being carried out, but they refused. I do acknowledge why Mr B feels West Bay should be responsible for reimbursing him the costs incurred for insuring and taxing his motorhome, but I don't agree these are costs which were caused directly from their errors. I agree there has been delay, and I also acknowledge Mr B wasn't able to use and enjoy his motorhome for the period of the delay attributable to West Bay. But it's a legal requirement for a vehicle to be taxed and insured if being kept or used on public roads – so this is what led to those costs needing to be paid. And, while I accept the delays meant Mr B couldn't use his taxed and insured motorhome, I've considered the impact of the loss of use and enjoyment of his motorhome in the compensation I've directed West Bay to pay.

It's clear from more recent communication, Mr B is concerned about delays in the repairs being completed following West Bay's complaint response in September 2022, a payment made for personal items he says were damaged over the period of these delays and West Bay's communication over this period. As I've mentioned, I've only looked at the service provided by West Bay from the point they were notified of the accident to September 2022. If Mr B does have additional complaints about the service after this point, he will need to raise these with West Bay in the first instance.

I wish to reassure Mr B I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Putting things right

I've taken the view that West Bay have delayed in dealing with Mr B's claim and the level of communication hasn't been reasonable. So, for the first part of the complaint – up to Mr B's motorhome being recovered to company O – in addition to the £300 already paid, they should increase their offer by £200 and pay a total of £500. In relation to the second part of the complaint – from the motorhome being recovered to their complaint response in September 2022 – as well as waiving the excess, they should pay £250 compensation. The compensation should be paid to Mr B, if West Bay haven't paid this already.

My final decision

My final decision is that I uphold the complaint. West Bay Insurance Plc must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 January 2024.

Paviter Dhaddy
Ombudsman