

The complaint

Mr W complains that West Bay Insurance Plc have delayed in undertaking the repairs to his motorhome after an accident. He also complains that the repairs would have been done quicker if they had been done at a different garage that he had chosen.

What happened

Mr W held a motorhome insurance policy with West Bay.

In August he had an accident while travelling in Scotland. Mr W says a local garage in Scotland quoted him £2500 for the repairs, but West Bay wanted to use their approved repairer, and so they recovered the motorhome to a garage near Mr W's home instead.

Once the motorhome was at the garage it took until the end of November for the repairs to be started and they still haven't been completed, so Mr W has been without use of his motorhome since then.

Mr W complained to West Bay about the delay and they issued a response on 28 November 2022 apologising for the delay, which was due to a capacity issue at the garage. They gave Mr W £75 for the delays and poor communication.

Mr W wasn't happy with this and so he brought his complaint to us.

One of our investigators looked into Mr W's complaint and he thought that West Bay should pay an additional £100 for the inconvenience caused by the delay.

Mr W disagreed with our investigators view, and so the case has come to me to review.

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 have to decide whether the offer of compensation made by West Bay is reasonable in terms of the delay, and whether they acted reasonably in using their approved repairer if it could have been done quicker elsewhere.

Having considered all the evidence, I am upholding this complaint, and I will explain why.

I can see from the claim notes that following the accident, Mr W's motorhome was recovered to a facility in Scotland, and West Bay then arranged for it to be moved to the approved repairer near Mr W's home. Due to delays getting it moved, the vehicle wasn't with the approved repairer until 23 August 2022, and Mr W complained about this.

However, the claim wasn't validated until 2 September due to a query about Mr W's declared occupation, and so I don't think the delay in moving the vehicle affected the overall delay as nothing could have been done until the claim was validated.

There then seems to be some delay in getting the engineers report authorised, and an issue was identified with the clutch which needed to be resolved before the bodywork could be repaired. This was because if the clutch wasn't repairable, the vehicle may have been deemed a total loss so they needed to ensure the mechanical repairs were possible first.

The clutch wasn't obtained and fitted until 25 November, which I'm satisfied was a considerable delay, and I can't see that the communication to Mr W was as good as it could have been.

Once the clutch was fitted, the approved repairer was then able to proceed with the bodywork repairs, but a further issue with another part has occurred since.

Although I understand that there was difficulty in obtaining parts, and in having the capacity to undertake the repairs, I do think that the service provided fell below the level that Mr W was entitled to expect, and I agree with the investigator that the level of compensation offered didn't reflect the inconvenience caused. I agree with the investigator that £175 is a more accurate reflection of the delay caused between 2 September and 28 November, and of West Bay's failure to communicate with Mr W about this.

I understand that further issues have occurred since 28 November, but unfortunately I'm not able to consider the impact of any delays or issues after that date, and Mr W would need to raise a new complaint with West Bay about that.

I can see that Mr W felt the repairs would have been completed quicker at the garage in Scotland. However, the main delay was caused by obtaining and fitting a mechanical part - the clutch – rather than the bodywork, and I haven't seen any evidence that the repairer in Scotland would have been able to obtain and fit that part any quicker, so I can't agree with Mr W about this issue.

Putting things right

I think that to put things right, West Bay should pay Mr W a further £100, bringing his compensation to £175.

My final decision

My decision is that I'm upholding Mr W's complaint about West Bay Insurance Plc and directing them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 9 March 2023.

Joanne Ward
Ombudsman