

The complaint

Mr W complains that whilst his motor home was being repaired by his insurer West Bay Insurance Plc, it was moved to several locations and damaged further. He also complains the repairs took months to do and raised issue with the quality of those repairs.

What happened

Mr W raised several concerns about the way in which West Bay dealt with his repairs. I have summarised these below:-

- He had ongoing communication issues, no replies to emails and made several requests for the engineer's report
- He was kept on hold for long periods when he called West Bay
- The garage would not respond to him and had to keep chasing for updates
- Repairs took around two months instead of the five days it should have taken
- The repairs were completed to an unsatisfactory standard
- The garage used his motor home while it was in for repairs between November 2022 and January 2023 without his knowledge or consent
- The motor home was returned with additional damage and repairs to the wing were not fixed on return the second time

He says West Bay failed to investigate his concerns and the issue has resulted in stress and inconvenience for him particularly as the motor home has been sent for repairs twice and these have still not been completed to his satisfaction. To resolve his complaint, he would like his motor home written off.

Mr W complained to West Bay who issued a final response letter on 5 July 2023 upholding his complaint in part and awarding him £150. They say Mr W had already raised some of these complaint points and a final response letter was issued on 7 March 2023. They agreed to do further repairs following this complaint and awarded him £250 compensation. As Mr W remained unhappy with the repairs done, he brought his complaint to this service.

Our investigator considered the complaint and upheld this in part. She said the complaint about delays, poor quality of repairs and poor communications should be upheld and awarded Mr W £200 compensation.

Mr W didn't agree with this outcome, so this came to me for a final decision. I considered the key areas of this complaint to be the delays in arranging repairs, overall communications, the quality of repairs done, and the additional point of the motor home being used by the garage whilst in for repairs. I issued a provisional decision on 27 June 2024 explaining why I intended to uphold this complaint in part and have summarised this below.

The garage using the motor home without consent

Mr W has provided screenshots of the app providing data from the tracker on the motor home which he says showed 40 miles usage on the mileage clock, and that they had used half a tank of diesel whilst in repairs. However, there is no evidence to show the amount of

fuel and the exact mileage of the car when it was sent for repairs. The tracker data should include location with dates, times and speeds the motor home was driven at. For the period the motor home was in the garage no speed was recorded. Given the inconsistencies in the data Mr W provided, the information is unreliable, and I don't think these are conclusive in showing the motor home was driven outside of the garage, so I am unable to make a finding on this point.

Delays and communication

Whilst this was raised in Mr W's previous complaint, I have considered this for the period after July 2023 when the final response letter was issued. West Bay's delays in instructing an engineer and general delays in repairing the motor home on the second occasion has only added further delays. Mr W has continued to seek updates and clarification at each stage and West Bay failed to respond to him on many occasions.

In addition to this, West Bay has failed to be proactive in resolving this issue and has required continued involvement from this service for any action to be taken. To date the ongoing issues of repairs to Mr W's motor home have not been resolved. Whilst I accept that more recently Mr W has not been forthcoming in moving this process ahead, this is understandable given that it has been around two years since the initial incident and there have been ongoing issues for the duration of this period. With the level of distress and inconvenience this has caused him, I intend to uphold this part of the complaint.

Quality of repairs

This has been an on-going concern which hasn't yet been resolved, despite the motor home being sent to the garage twice. West Bay accepted the first set of repairs was not done to a satisfactory standard and agreed the garage would do repairs again. Mr W's concerns about the additional damage to the wing mirror after this and poor quality of repairs are reasonable given what's happened and this is also confirmed in the report following an inspection in May 2023. West Bay have more recently said Mr W can speak to the engineer directly to agree further repairs and agreed for an independent engineer to review the work after completion.

Understandably, Mr W remains unhappy with West Bay's choice of garage. Unable to suggest an alternative garage, he has agreed but on the condition that West Bay sign an agreement in advance confirming which repairs will be done. This has been difficult to agree, as West Bay say they need the engineer to review what work is required before they are able to agree anything. With Mr W refusing to take the car to the garage without prior signed agreement of repairs, we have reached a standstill, so I have had to consider how to move forward with this.

My provisional decision

As the repairs are still West Bay's responsibility, the best course of action would be for West Bay at their own expense to instruct an independent expert to inspect Mr W's motor home, assess the damage and decide what repairs need to be done. Mr W can then decide if he wants to agree or not. If agreed, it will be for West Bay to ensure these repairs have been carried out as instructed within a reasonable time frame.

After the first set of repairs were completed, facing further issues with repairs because it was done below the expected standard would have added to the distress Mr W suffered. In addition to this, there is also the inconvenience and distress involved in the additional delays and communication issues in resolving this since the last complaint was considered. With this in mind, it is reasonable that West Bay should pay Mr W £300 for the distress and inconvenience he's suffered since July 2023.

Responses to my provisional decision

Mr W responded to say he didn't think it was the right thing to send his motor home for repairs to the same repair company that had previously failed to repair it to a satisfactory standard. He also states it is the West Bay's responsibility to ensure the repairs are done and not his. He does however accept my provisional decision.

Both Mr W and West Bay accept the award for distress and inconvenience caused since July 2023.

In relation to arranging an independent engineer's inspection, West Bay do not agree there is a need for this and have summarised their key points below.

- After Mr W complained about the repairs, an independent report was carried out at their expense in June 2023 (*inspection was carried out in May 2023*) and was updated in July 2023
- Mr W informed West Bay he wanted the motor home to be written off but was told this wasn't possible and was given the option to have the repairs done himself.
- In November 2023, they were advised Mr W could not arrange the repairs himself and they had to rely on the same company to do the repairs.
- When payment in lieu of repairs was offered, Mr W didn't agree because he didn't believe the amount covered all the necessary repairs.
- West Bay offered to send an engineer to inspect the motor home and agree repairs in advance as well pay for an independent inspection of the rectification work after completion. Mr W didn't agree and insisted on a signed agreement in advance of the work being carried out which is unreasonable prior to inspection.
- They don't believe it is fair or reasonable to provide another independent inspection report because the rectification work was carried out over a year ago and a report was already provided for this work. In the year that the car has been in Mr W's possession further wear and tear or damage may have occurred which they should not be held responsible for. They also say they have given Mr W numerous options to rectify the situation but has not accepted any.
- They say they are within the terms of their policy to make a payment to Mr W for the estimated rectification work and close the claim and that is how they will look to settle the claim if Mr W doesn't accept any other option. If he doesn't accept the amount offered, it will be for Mr W to provide his own evidence to dispute this.

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.

My provisional decision says an engineer's report which was carried out in March 2024. This date is incorrect and refers to the inspection in May 2023 (report prepared in June 2023) - which was later updated in July 2023.

West Bay disagrees with the requirement to instruct an independent engineer. I accept the points they make in relation to the previous inspection report in May 2023 and the period that has lapsed since then. However, this report hasn't addressed all the issues that have been ongoing, and an agreement has still not been reached. The engineers report supports Mr W's complaints about the standard of repairs but there is no specific recommendation on how to proceed with correcting these issues, i.e. whether the bumper need to be replaced, if the wheel arches need to be replaced because of the screws which were inserted during the repairs – both of which Mr W is adamant need to be done.

I note West Bay's attempts to resolve the issues and that they'd agreed to instruct an independent inspection after repairs had been carried out, albeit to resolve the issues that they were responsible for. That said, I am satisfied that the conclusion reached in my provisional decision should remain.

Putting things right

The fairest way to proceed towards a resolution in this complaint is to instruct an inspection and report for the engineer to specify what work needs to be done. Prior to the inspection, West Bay must provide the engineer full details of the incident which led to the claim as well as all available engineers' reports (including those that have been updated) and all photographs of the motor home. The engineer must be directed to comment specifically on what repair work needs to be carried out.

A copy of the report must be provided to Mr W, and it is for him to decide if he agrees with this and proceed with the repairs. Both the independent engineer's inspection and repairs must be carried out within a reasonable period with the intention of bringing a close to this long drawn dispute.

Both West Bay and Mr W accept the £300 awarded for distress and inconvenience, as such, I make the same award here.

My final decision

My final decision is that I uphold this complaint against West Bay Insurance Plc. They should instruct an independent inspection and report of Mr W's motor home as detailed above and ensure these repairs are carried out as instructed within a reasonable time frame.

For the reasons given above, they should also pay Mr W £300 for the distress and inconvenience they've caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 9 September 2024.

Naima Abdul-Rasool
Ombudsman