

The complaint

Mr B is unhappy with how West Bay Insurance Plc progressed a claim on his caravan insurance policy following a previous complaint to our service.

What happened

Mr B's motorhome was damaged in an accident while abroad. Mr B was unhappy with West Bay's actions after it became aware of his claim in April 2021. Another Ombudsman issued a final decision on that complaint last year. He agreed there had been delay by West Bay in dealing with the claim and its communication hadn't been reasonable. He awarded compensation for that. But he said Mr B's concerns about what happened from September 2022 onwards would need to be considered as part of a separate complaint.

West Bay accepted there had been further delays from then until repairs were finally completed in November 2023 and the motorhome was returned to Mr B. It offered to pay Mr B a further £600 in recognition of the impact of that on him. Our investigator noted there didn't appear to have been any progress on the claim between October 2022 and February 2023. And after agreement an independent inspection should be carried out there were then further problems, including incorrect instructions being given to the assessor. Even when West Bay had the necessary information there was further delay in actually instructing the repairer. Taking into account the impact of that on Mr B he thought West Bay should increase its compensation offer to £1,000.

West Bay agreed to do so. Mr B didn't agree. He said the amount offered wouldn't even meet the costs he'd had to pay for insurance and road tax during the period the repairs were being carried out. Nor did it take into account depreciation of the vehicle during this period. And he didn't think his loss of use, pleasure and enjoyment of his motorhome had been properly taken into account. He'd had to pay three years of the running costs of the motorhome without being able to make use of it. And he referenced the full history of the matter and the impact of that on him. So I need to reach a final 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.

The relevant rules and industry guidelines say West Bay has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

Mr B understandably remains distressed at the overall length of time it's taken West Bay to arrange for the repairs to his motorhome to be carried out. However, the Ombudsman who considered his previous complaint awarded compensation for that in relation to the period he was considering. I'm only considering in this decision what happened from September 2022 until the repairs were carried out in mid November 2023.

I don't think it's in dispute there were further failings by West Bay during this time. That included periods of inaction and failing to provide proper instructions to the assessor who it had been agreed would inspect the motorhome. All of that means there has been significant additional delay in the necessary work being carried out and the motorhome being returned to Mr B. And while I'm not considering the previous complaint he made in this decision I think it is disappointing that, given the problems which had already been encountered, West Bay wasn't proactive in ensuring matters progressed more smoothly.

I think it's reasonable to conclude without these further failings by West Bay the motorhome would have been returned to Mr B significantly earlier than was in fact the case. And that would also have avoided some of the inconvenience he was caused in chasing West Bay for progress throughout this period. I've therefore considered whether the £1,000 our investigator said West Bay should pay is fair.

I recognise Mr B has incurred costs in insuring and taxing his motorhome throughout this period. But those are costs he would have incurred in any event as it's a legal requirement for a vehicle to be taxed and insured while being kept or used on public roads. So I don't think those costs are a loss caused by what West Bay got wrong (I'm aware the Ombudsman who considered his previous complaint reached a similar conclusion). Similarly, any depreciation of the vehicle is a product of the passage of time and market conditions. It isn't a loss caused by West Bay's delays.

But I do agree with Mr B that he lost out on the pleasure and enjoyment of his motorhome in the period from September 2022 until the repairs were completed. That's clearly prevented him from using it for holidays he would otherwise have taken (and that timeframe covers the summer period when it's reasonable to think someone might want to make particular use of a motorhome). I also understand Mr B is retired and will therefore have had time available to him that he could have spent using his motorhome if West Bay's delays hadn't prevented him from doing so.

And I think the impact of that on Mr B will have been exacerbated as this wasn't the first complaint he'd had to make about the repairs and, as I've said, could reasonably have thought West Bay would have ensured matters progressed more smoothly. Taking that and the significant avoidable time Mr B has put into pursuing the matter into account, I think the £1,000 our investigator recommended is a fair way of putting things right in the circumstances of this case.

My final decision

I've decided to uphold this complaint. West Bay Insurance Plc will need to put things right by paying Mr B £1,000.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 15 November 2024.

James Park
Ombudsman