

The complaint

Mr A complains about Sabre Insurance Company Limited's ("Sabre") handling of his claim under his motorcycle insurance policy.

Sabre are the insurers of Mr A's policy. Part of this complaint concerns the actions of an agent. As Sabre have accepted they are accountable for the actions of the agent, any reference to Sabre includes the actions of the agent.

What happened

Mr A's motorcycle was stolen while he was on holiday abroad. Mr A reported this to Sabre and also updated them after his motorcycle was recovered by an overseas police force. Mr A says, initially, Sabre were helpful and explained they only required details of where the police force had stored the motorcycle together with a contact number. Mr A says Sabre appointed an agent to carry out the process to collect and repatriate his motorcycle and he provided them with all the information they requested. He says, despite this, six months later the matter still hadn't been resolved. Mr A complained about the delay and also said he'd continued to chase Sabre for updates, but they kept maintaining their agent was having trouble with the police force. Mr A said this meant he'd paid £1,404 in finance payments and £750 for his insurance premium for a motorcycle which, for the last six months, he hadn't been able to use. Sabre responded and explained the delays were with the overseas police force, so it was out of their control.

After considering all of the evidence, I issued a provisional decision on this complaint to Mr A and Sabre on 9 September 2024. In my provisional decision I said as follows:

"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 and complaint process, instead I have taken a broad approach to the overall service provided.

The information shows Mr A's motorcycle was stolen on 12 June 2023, and he reported the incident to Sabre the same day. Over the next week, Sabre requested, and received, information from Mr A including the crime reference number. Mr A then informed Sabre a week later that the overseas police force had notified him that his motorcycle had been found. Sabre then instructed an agent - who I'll refer to as company D - to deal with the claim. Company D in turn contacted another agent - who I'll refer to as company M - to ask whether they could deal with the repatriation of Mr A's motorcycle.

During the first week of July 2023, company D obtained further documents from Mr A and a week later they received an email from company M confirming they could assist and with details of their charges. Company M also gave a timeframe of 10-14 working days to collect Mr A's motorcycle.

The information shows company M then attempted to collect Mr A's motorcycle on 25 July 2023, but they were unsuccessful as the overseas police force explained

company M didn't have the correct paperwork. While there was an attempt made to collect Mr A's motorcycle within the 10-14 days' timeframe provided by company M, I haven't seen any information to suggest Sabre, or any of the agents, contacted the overseas police force prior to attempting the collection. I think it would've been reasonable in the circumstances for Sabre to have clarified with the overseas police force what documents would be required by them to secure the release of Mr A's motorcycle prior to attending.

I can't see any further progress was made in the claim over the next three weeks, so I think there has been a period of avoidable delay here. The information shows company M then contacted company D and explained they're due to attempt collection again but there's storage charges to pay, and company D confirmed these could be paid. A further attempt was made to collect Mr A's motorcycle on 14 August 2023. Company D then emailed Mr A on the day and explained a representative from company M was at the overseas police station but they required written authorisation from Mr A to confirm he'd authorised company M to collect his motorcycle. It doesn't look like Mr A responded to this email until the following day and he then provided his written authority. It appears company M only became aware that the overseas police force required Mr A's written authority while they were in attendance at the police station. That being the case, I haven't seen any information which shows whether company M made any enquiries with the overseas police force in advance of their second attendance to establish what they required in order to release Mr A's motorcycle. I think that would've been reasonable in the circumstances given that the first attempted collection wasn't successful.

The information shows company M then forwarded Mr A's written authority to the overseas police force and attended again, but the police still refused to release the motorcycle. I can't say Sabre, or their agents, have acted unreasonably here. The information shows company M had by this point forwarded all information the overseas police force had asked for, but they still refused to release Mr A's motorcycle. I can't see any further action was then taken to progress the claim over the next three weeks. I can see company D then chased company M in the first week of September to query progress and company M said they hadn't attempted a further collection as they'd been busy. Company M explained the overseas police force were being very difficult and asked company D to contact Mr A to see if the police had contacted him about what further documents they required.

Company D then attempted to contact Mr A and I can't see he responded until mid-September 2023. I can't see any further progress was then made over the next two weeks. The claim notes show that company M then called the overseas police force at the start of October 2023, but the police wouldn't discuss the matter with them and also wouldn't provide details of an email address company M could use to contact them for further details on the steps they need to take to collect the motorcycle. The claim notes show company M called the overseas police force again 10 days later, and again found them to be difficult and unhelpful.

I can't see there was any further progress in the claim for just over three weeks, until the first week of November 2023, at which point company D explained to Mr A they would consider settling the claim on the basis of his motorcycle being unrecovered. The information shows Mr A raised a complaint about how long things were taking, and this led to Sabre reviewing the position with company D. The note of this call says, "I [Sabre's claim handler] am not sure why this case hasn't been referred to me before now given that it is in [overseas country] and there are problems. I could have got [overseas agent] to make the necessary enquiries to get the bike released." The

note also says, “[company D] are supposed to deal, but it sounds like very little has happened.” It’s clear here that Sabre acknowledged there had been delays.

Sabre then instructed their overseas agent – who I’ll refer to as company C. I can see company C then, having been instructed by Sabre on 7 November 2023, then contacted the overseas police force and received a response on 9 November 2023 setting out what documents they required. There was some further discussion between company C and the overseas police force, and company C then emailed Sabre and company M on 15 November 2023 setting out details of all information the overseas police force required. While the information does show that company C also faced some communication issues with the overseas police force, such as the police not answering six of their calls, it’s clear company C managed to make more progress in eight days than company M were able to make in four months.

I do accept that company M faced difficulties outside of their control in that the overseas police force weren’t being co-operative, and it’s clear Sabre then decided to refer the matter to company C – their specialist overseas agent – when they identified there were problems in the claim. But I think Sabre should’ve taken this step sooner - and I think it’s reasonable in the circumstances of this case for Sabre to have taken this step following company M’s last unsuccessful attempt at collecting the motorcycle. I say this because, at that point, company M had provided the overseas police force with the information they’d told company M they required but still refused to release the motorcycle. I think it was clear at this stage that there were problems in the claim which required the intervention of a more specialist agent.

Given that company C were able to resolve the issue of what documents the overseas police force required, I’m more persuaded, on the balance of probabilities, that they would have managed to get the same information had they been involved earlier in the claim. So, if I’m saying Sabre should reasonably have appointed company C after company M’s last unsuccessful attempt, that means company C would likely have got the information from the overseas police force towards the end of August 2023. So, that means there has been around 10 weeks of avoidable delay here.

Following company C’s email on 15 November 2023, I can’t see any action was taken and Sabre then chased company D on 1 December 2023. I can’t see any action was then taken until 18 December 2023, when company D emailed Mr A and asked him to provide written authority for company M to collect his motorcycle. I can see Mr A provided this the same day, but the information here shows there was no substantive progress on his claim for just over a month.

I can’t see any substantive action was then taken for a further five weeks, and Sabre then chased company D and they responded on 22 January 2024 and explained they’d sent documents to company M, but company M were claiming they hadn’t received these and hadn’t attempted a further collection. Whether those documents were sent or not, it’s clear this was an issue between company D and company M, so I think there has been a further period of avoidable delay here of five weeks. Over the next few weeks, there was communication between Mr A and company D about a signed release form and the format in which it needed to be sent – and it does appear the overseas police force, having first suggested an email copy was fine, now wanted the original hard copy. Company M then collected Mr A’s motorcycle at the end of February 2024.

Taking into account all the information I’ve seen, I think the claim has taken longer than it should’ve. I accept Sabre did face communication issues which were outside

their control, but it's clear there were a number of periods of avoidable delay here. From the point Mr A reported the theft to Sabre, his motorcycle was collected around eight and a half months later. But I think there has been a combined period of avoidable delay of around six months. It's clear from the communication I've seen, which shows emails from Mr A to Sabre and company D, he was getting very upset and frustrated at the length of time things were taking. Given the combined period of avoidable delay, the evidence of Mr A's upset and frustration, and the inconvenience to Mr A in not having his motorcycle, I think the impact of the delay on Mr A has been considerable. And, on this basis, I think Sabre should pay compensation of £500."

So, subject to any further comments from Mr A or Sabre, my provisional decision was that I was minded to uphold this complaint and require Sabre to pay compensation.

Following my provisional decision, Sabre have responded to say they accept my decision. Mr A hasn't responded.

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 see no reason to depart from my provisional decision. So, I've decided to uphold the complaint for the reasons set out in my provisional decision and copied above.

Putting things right

I've taken the view that Sabre have made errors in their handling of Mr A's claim. So Sabre should pay Mr A £500 compensation for the considerable upset and frustration, and the significant inconvenience, caused.

My final decision

My final decision is that I uphold the complaint. Sabre Insurance Company Limited 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 A to accept or reject my decision before 22 October 2024.

Paviter Dhaddy
Ombudsman