DRN-5667226

The complaint

Ms M is unhappy with the service provided by West Bay Insurance Plc (West Bay) following a claim made on her home insurance policy.

West Bay is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. West Bay has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to West Bay includes the actions of any third party instructed by West Bay during Ms M's claim.

What happened

Ms M contacted West Bay around March 2022 to make a claim following a fire incident causing damage to her home. The events following Ms M's claim are well-known to Ms M and West Bay, so I haven't repeated them in detail here.

To summarise, Ms M complained to West Bay about several aspects of its claim handling, including poor communication and delays in dealing with her claim. Ms M was unhappy with West Bay's response and referred her complaint to the Financial Ombudsman Service. In November 2022 the Investigator set out several recommendations to West Bay to put things right in settlement of Ms M's complaint. Both Ms M and West Bay accepted the Investigator's findings, and the case was closed in November 2023.

Ms M continued to experience issues with West Bay's handling of her claim. Ms M raised a further complaint with West Bay concerning outstanding repairs, costs for electrical work, and additional repairs following a gas leak which she said West Bay is responsible for. West Bay responded to Ms M's complaint agreeing to pay for some of the outstanding repairs, but not all the issues raised.

Ms M wasn't happy with this response and referred her complaint to the Financial Ombudsman Service. The Investigator considered the evidence and said West Bay needed to do more to put things right. The Investigator made more recommendations to West Bay, which West Bay agreed to in settlement of Ms M's complaint.

Ms M didn't accept the Investigator's findings saying (amongst other things) that West Bay should pay for all the outstanding issues. As the complaint couldn't be resolved it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it has affected what I think is the right outcome.

Firstly, I note Ms M's comments about her personal circumstances, including her health and well-being, and challenges she has been dealing with because of this claim, and West Bay's poor handling of it. I'm empathetic to all that Ms M has explained, and I would like to thank Ms M for taking the time to share this information with me. As I understand this cannot be easy to share.

As West Bay has agreed to carry out some of the recommendations put forward by the Investigator, and there's no dispute about these actions, I won't comment on this part of Ms M's complaint. I'll be directing West Bay to carry out these actions as part of my direction for putting things right.

I've focused my decision on the issues that remain in dispute, and I'll deal with these in turn.

Supply of two hole sink and pedestal

Ms M has explained that her contractor (H) had to order a new sink and pedestal as the sink left by West Bay's contractor (B) only had one hole and the taps didn't fit. West Bay say it hasn't been provided with any evidence to support that the items it left were unsuitable or damaged in the way Ms M has described.

I understand Ms M's strength in feeling about what has happened. And I've reviewed the file in detail and accept that lots of things went wrong with the handling of Ms M's claim. West Bay has repeatedly made errors resulting in further remedial work being undertaken, and additional costs being met by West Bay.

It's important we consider each complaint, and cost claimed, on its own merits. I recognise what Ms M has said about the sink and pedestal. And I've reviewed the photo she has sent. Ms M herself has noted that this photo doesn't show any cracks or damage. I note Ms M's concerns about feeling like she's being punished for not keeping photos of all the issues that occurred during her claim.

I recognise Ms M's concerns. But equally I haven't seen sufficient evidence to persuade me that West Bay did something wrong, and that it should be asked to pay for the cost of the two hole sink and pedestal in settlement of Ms M's complaint.

I say this because the evidence doesn't suggest there was any damage or suitability issues with the items supplied by B. I note Ms M has said there was, but the evidence I've seen doesn't support this. And on balance, I don't think it would be fair and reasonable to ask West Bay to pay this cost based solely on Ms M's testimony. Because of this, I won't be directing West Bay to do anything more in response to this complaint point.

Additional electrical work

Ms M instructed her own surveyor (A) and contractor (H) to support with the claim. I've seen that A sent a summary of costings to West Bay for consideration. This included electrical work costing £1,500. As part of its agreement to settle Ms M's complaint in November 2023, West Bay agreed to pay this cost.

Ms M sent a schedule of electrical work to West Bay dated 6 July 2024. This included a breakdown of costings amounting to £1,995. Although individual items had been included in the schedule, cost information was not included for each item. Ms M says West Bay should settle the outstanding additional electrical costing for £495 in settlement of her claim.

I've seen that H's costings in its document titled 'Valuation No 4' referred to additional electrical work costing £495. The notes for this explained '*All as agreed within email dated 9 July 2024*.' I've seen a copy of this email, but I don't agree that West Bay gave consent to paying this cost in this email.

I've considered whether it would be fair and reasonable to direct West Bay to pay the outstanding £495. And having considered the evidence, I'm not persuaded it would be. I say this because I've not seen any evidence to support why the costs increased from the initial proposed cost of £1,500 put forward by A and H, to the additional £495 being claimed.

The summary sent by A includes electrical costs totalling £1,995. But there's no breakdown to explain which of these costs were included as part of the proposed £1,500 (which West Bay agreed to pay), and which of these costs go beyond this agreed amount, and why these additional costs are warranted.

With the evidence available to me, I'm persuaded West Bay's decision to decline any further payment is reasonable. Because of this, I won't be directing West Bay to do anything more in response to this complaint point.

Additional gas repair work due to a leak

I've seen that in September 2023 a gas leak was identified in Ms M's home. Ms M has explained that the gas engineer informed her that the gas leak was caused by trauma damage. Ms M says this is related to the poor remedial work carried out by West Bay's appointed contractor. Ms M says West Bay should pay for the cost of repairs carried out in repairing the leak.

Ms M has explained that the engineer that inspected the leak '*confirmed that as the leak was inside the concrete floor it's unlikely the leak was due to erosion or wear and tear, and most likely trauma-based damage*.'

I've reviewed the report in the worksheet completed by the engineer at the time of the inspection in September 2024. However, I can't see any evidence of the cause of damage being recorded by the engineer. I also haven't seen any other independent, specialist reports confirming the cause of damage, or supporting Ms M's comments about the probable cause.

I recognise Ms M will be disappointed with my decision, but with the evidence available to me, I'm unable to say that West Bay caused the gas leak because of its poor workmanship or claims handling. I accept that Ms M doesn't agree with this. Ms M says West Bay was responsible for resurfacing the floor in the understairs cupboard in the kitchen, which is the same area that the leak was discovered in. But carrying out remedial work in the same place that the leak was discovered doesn't make West Bay responsible for the leak.

The leak was discovered around September 2024, so a long time after repairs were completed in the same area by West Bay's appointed contractor. I accept what Ms M said about the leak happening earlier, and her not noticing it until later. But this testimony isn't enough to say that West Bay caused the leak and should be responsible for paying for any associated repair work. With the evidence available, I won't be directing West Bay to do anything more in response to this complaint point.

Putting things right

For the reasons set out above, West Bay Insurance Plc is directed to:

1. Pay the cost of the following:

- 12.01 (supply of instant over sink water heater)
- 12.03 (supply of extractor fan)
- 12.04 (supply of chrome towel rail)

2. If Ms M has already incurred the cost of the items under (1) above, pay interest on this cost. Interest should be calculated from the date Ms M made payment to the date of payment. The rate of interest is 8% simple interest per year*

*If West Bay Insurance Plc considers that it is required by HM Revenue & Customs to take off income tax from that interest, it should tell Ms M how much it has taken off. It should also give Ms M a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

For the reasons provided I uphold this complaint.

West Bay Insurance Plc must follow my directions above for putting things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 19 September 2025.

Neeta Karelia
Ombudsman