

## **The complaint**

GWD Contractors Ltd complained about delays by Watford Insurance Company Europe Limited in collecting their van following an accident. They were also unhappy with delays in paying the total loss payment.

Throughout the claim process, Watford has hired third parties to deal with the claim on their behalf. In this decision, any reference to Watford includes the actions of the appointed third parties.

## **What happened**

GWD were involved in a road traffic accident in late November 2024. They raised a claim with Watford which was accepted. There were multiple failed attempts by Watford to collect GWD's van. The van was eventually collected on 31 January 2025 with payment of the claim being paid on 5 February 2025. GWD raised two complaints at different times. Watford upheld one of GWD's complaints. They agreed there had been some delays in collecting the van and making payment. They offered GWD £100 compensation for the trouble caused. GWD were unhappy and brought the complaint to this service.

Our investigator didn't uphold the complaint. They didn't think Watford had done anything wrong. GWD appealed. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both Watford and GWD a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

## **What I've provisionally decided – and why**

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."*

*Based on what I've seen so far, I intend to uphold GWD's complaint. I've explained my reasons why below in more detail.*

*When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether Watford acted in line with these requirements with how they handled GWD's claim.*

*At the outset I acknowledge that I've summarised their complaint in far less detail than GWD has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an*

*informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.*

*As a starting point, it's important for me to set out what I've included in this decision. Our investigator has only looked at actions up until the 15 January 2025 when Watford issued their first final response letter. However, we've been provided a second final response letter dated 14 March 2025, so I'm satisfied that I can consider all of GWD's issues.*

*Having looked at the evidence, it suggests the van should have been collected on 30 December 2024. However, this wasn't successful due to there not being enough room on the recovery vehicle.*

*Another attempt was arranged for 21 January 2025. However, this again wasn't successful due to the wrong type of recovery vehicle being assigned.*

*A further attempt was arranged for 29 January 2025. This wasn't successful as the recovery vehicle arrived late and was a subcontractor. So, GWD wasn't comfortable with handing the vehicle over. Based on what I've seen, this wasn't unreasonable of GWD.*

*The van was finally collected on 31 January 2025.*

*Based on the above, there have been delays in collecting the van. It should have been collected on the first arranged appointment.*

*It has also been accepted by Watford there was a delay making payment to GWD following the van's collection. This was due to an inputting error.*

*I appreciate that it must have been frustrating for GWD to have the above delays, and this would have caused them additional time and trouble in having to resolve the claim. Although this is a distilled version of events, I've considered everything in the round and I think GWD has been caused an unreasonable amount of inconvenience which has required a reasonable amount of effort to sort out and has impacted them over several weeks. In line with our website guidelines, I intend to tell Watford to pay GWD an additional £200 compensation, making it a total of £300 compensation."*

I set out what I intended to direct Watford to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

## **Responses to my provisional decision**

Neither party responded to the provisional decision by the deadline.

## **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've thought carefully about the provisional decision I reached. Having done so, and as neither party has provided anything which could lead me to depart from my provisional decision, my final decision remains the same as my provisional decision, and for the same reasons.

**Putting things right**

To put things right, Watford should pay GWD a total of £300 compensation for the trouble and upset caused.

**My final decision**

For the reasons I've explained above, I uphold this complaint and direct Watford Insurance Company Europe Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask G to accept or reject my decision before 21 November 2025.

Anthony Mullins  
**Ombudsman**