

DRN-5973160



The complaint

Mr S has complained about the way West Bay Insurance Plc handled a claim against his motor policy for damage to an electric gate which also caused Mr S' motorhome to be a total loss.

West Bay has confirmed it is the correct business against whom this complaint should be set up given the involvement of the policy administrators in dealing with this claim.

What happened

The landlords of Mr S' home made a claim to West Bay as they said Mr S had damaged the electric gates to the compound or area with his motorhome, where Mr S lived as he didn't wait for the gate to open fully before driving through. They had video footage of what happened. This occurred in August 2024 but the landlords didn't contact West Bay until February 2025.

West Bay was of the view given the video evidence, that Mr S was responsible for causing some damage to the electric gates but as the landlords hadn't detailed their claim, West Bay hadn't yet paid them anything.

Mr S then made a claim for his motorhome as it was damaged in this accident. In September 2024 Mr S instructed his own motor assessors who put a value on his motorhome of £6,500 and the cost of repairing it exceeded this, so Mr S scrapped his motorhome. That motor assessor also noted the salvage value would be around £1,400.

West Bay accepted this valuation for Mr S' motorhome and it deducted what it believed was a fair salvage value and Mr S' excess and paid him £4,180. Mr S didn't think the salvage deduction was reasonable since his assessor had valued the salvage at £1,400.

At this time Mr S then cancelled his motor policy, and then the broker was chasing him for the remaining premium that he had to pay.

Mr S' daughter was in the motorhome at the time of the accident and Mr S wanted to make a personal injury claim on her behalf. Initially West Bay said it would appoint solicitors but then as it considered Mr S responsible it couldn't appoint any solicitors as Mr S' daughter would have to do that herself.

The claims process has been long and Mr S raised several complaints. West Bay issued a total of four final response letters and paid Mr S a total of £375 compensation for varying service issues.

When Mr S brought his complaint to us, he was complaining about the following issues which he didn't think had been resolved:

- The amount he received for his motorhome as it wasn't enough for him to buy another,
- The landlords' claim for damage to the electric gates as Mr S felt it was a fraudulent claim.
- The lack of any solicitor being appointed for his daughter's personal injury claim.
- The fact the broker was still chasing him for more premium.
- And the overall lack of service from West Bay.

Ultimately, the investigator was of the view that West Bay's deduction for the salvage value of £2,145 from the market value of £6,500 was fair. And that West Bay should pay Mr S a further £175 compensation which West Bay had agreed.

As Mr S remained dissatisfied, his complaint was passed to me to decide.

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'm upholding this complaint along the same lines as the investigator. I do understand and appreciate that Mr S will remain disappointed so I'll now explain why.

I'll deal with Mr S' issues under the following headings:

The broker requiring Mr S to pay more premium

As the investigator explained, it is the broker that said Mr S still owes some premium after his cancellation of the policy. And this complaint is set up against the insurer only as we can't have two different businesses in the same complaint.

So, if Mr S continues to feel the broker shouldn't be asking him for a further premium payment, he needs to complain to the broker first and if he remains dissatisfied he can always bring that complaint back to us. I can't deal with this issue in this complaint as I can only consider the actions of West Bay here not Mr S' broker.

However, it's not unusual that when someone cancels a policy before the expiry date that some further premium payment is due, if they have paid their premium by instalments. More so when there is a claim on the policy along with Mr S making his own claim for his motorhome. In those cases the full year's premium does need to be paid in full since a claim is made on his policy by the landlords and Mr S is making his own claim for his motorhome. So this is likely why the broker is still chasing Mr S.

Mr S' request for a solicitor to be appointed to progress his daughter's personal injury claim

Mr S' daughter was in the motorhome when the accident with the electric gates happened. And Mr S said she suffered some personal injury. Mr S believes the accident happened because the gates were faulty.

West Bay initially agreed to this and then realised, as it was holding Mr S liable for damaging the gates, then it wouldn't be appropriate for it to appoint a solicitor for his daughter.

There is nothing in this motor policy where West Bay are under a duty to provide a solicitor for Mr S' daughter to pursue her personal injury claim. In the normal course of events his daughter should obtain her own legal advice and pursue the matter if advised.

However it is clear West Bay confused the issue which in turn caused Mr S some further distress and upset. I will deal with that below under the compensation heading.

The claim from the landlords for damage to the electric gates

I can see that Mr S feels very strongly about this and feels this claim is fraudulent given the gates have been broken and working erratically for years. Also Mr S said the landlords were trying to evict him.

On the other hand West Bay feels, on the basis of the video footage showing Mr S going through the gates in his motorhome when one of the gates hadn't opened fully, that it's more than likely he will be liable for any damage he might have caused to the gates.

Under every motor policy, the insurer is entitled to take over and settle any claims where another party thinks the policyholder is liable for causing damage. This Service can't decide who might be liable either, although we can assess if the insurer came to its decision on liability fairly and reasonably.

However these landlords haven't yet proved their damage claim of over £14,500 so at this stage West Bay haven't paid them anything at all. It also remains to be seen if the landlords pursue their claim.

So consequently, I don't consider West Bay has done anything wrong here presently. And certainly there is no evidence that it has disadvantaged Mr S in any way yet. It is willing to indemnify Mr S against this claim, just as it should do under his motor policy.

Mr S' claim for the market value of his car

Mr S never told West Bay about the incident with the electric gates. However his motorhome got damaged in this incident. So Mr S instructed his own motor assessor who said the market value was £6,500 and the salvage value was £1,400. Given Mr S never told West Bay about the incident I don't consider West Bay needs to refund Mr S the £200 cost for his assessor's report. Had Mr S told West Bay his motorhome was damaged, it would have assessed it itself with no such costs.

However because Mr S scrapped his motorhome before West Bay could assess it, its ability to value his motorhome was curtailed. Under the policy the market value is defined as:

'The cost of replacing the insured vehicle; with one of a same make, model, specification and condition. If the insured vehicle was first registered as new in a country other than those contained within the geographical limits any assessment of market value will take into account that the insured vehicle has been individually imported into a country within the geographical limits but will not include any delivery costs incurred at the time of importation. The market value will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.'

Unfortunately the make and model of Mr S' motorhome isn't listed in any of the guides, so West Bay had to rely on adverts. It decided that although the assessor's valuation appeared generous that it would accept it. Having reviewed the adverts obtained I also agree the valuation done by Mr S' assessor was generous, so I consider West Bay didn't do anything wrong in accepting it. This was very much to Mr S' advantage too.

Mr S' dispute is to do with the amount of salvage West Bay deducted from this valuation. West Bay felt it would have been able to secure £2,145 in salvage for Mr S' motorhome had Mr S permitted it to deal with the matter from the outset, whereas Mr S' assessor felt the salvage value was £1,400.

West Bay detailed to the investigator that Mr S' assessor said Mr S' motorhome was a category N total loss meaning it was non-structural damage which caused the total loss. And it produced evidence that the average salvage value for these types of total losses is 39.29% of their pre-accident value. Mr S thought it might be structural but even on a category S total loss West Bay is able to show the salvage value is around 32.33% of the pre-accident value. So as Mr S in effect prevented West Bay from selling his total loss motorhome for the salvage, it believes it could have deducted 39%. Therefore like the investigator I agree that the payment to Mr S which West Bay has made is fair on this basis.

West Bay accepted the pre-accident valuation as £6,500. It deducted £2,145 as the salvage valuation, along with deducting the excess of £175 and it paid Mr S £4,180.

I appreciate it's always disappointing when expectations are set in the first view by the investigator as being higher, but here I think on the basis of West Bay's further evidence, it is

fair and reasonable it retains this amount as the salvage value. More so, when Mr S didn't make a claim initially to allow West Bay to sort all this out for him in the first place. My role is to ensure matters are settled as fairly as possible given the evidence provided. And the further evidence from West Bay does mean I consider it reasonable it deducted the level of salvage value it did from its payment to Mr S for the market value of his motorhome.

Compensation

It's clear this has been a long running saga for Mr S and he has been very distressed and upset by all of it. He has spent hours on the phone waiting to be transferred to the right person, he did receive conflicting information which made it more difficult for Mr S to understand everything and it has been quite an ordeal for him.

I'm pleased West Bay initially felt compensation was warranted in the sum of £375 for much of this. But like the investigator, I don't think it's quite enough for all the upset Mr S endured over the confusion of whether West Bay would instruct solicitors for his daughter or not, and the confusion where Mr S thought West Bay was saying his motorhome had been previously written off.

So I agree with the investigator that West Bay should pay Mr S further compensation in the sum of £175 bringing the total compensation up to £550. This is in line with our approach to compensation which is more fully detailed on our website. I'm also pleased that West Bay has agreed to this also.

My final decision

So for these reasons it's my final decision that I'm upholding this complaint.

I now require West Bay Insurance Plc to pay Mr S a further £175 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 December 2025.

Rona Doyle
Ombudsman