

The complaint

Mr H complains Haven Insurance Company Limited didn't handle a claim against his motorhome insurance policy fairly.

For ease of reading, references to Haven include the actions of its agents. Mr H is represented, but for ease of reading I will refer to their actions collectively as Mr H's actions.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Mr H insured his motorhome with Haven. In September 2023 the motorhome was damaged. Haven accepted the claim and agreed to repair the motorhome. There were delays with the repairs which led to Mr H complaining. Our Service considered this complaint, which included matters from the date of the claim until Haven's 30 April 2024 final response letter. The Investigator recommended the complaint be upheld and that Haven pay Mr H £500 compensation – in total – in recognition of the distress and inconvenience he'd been caused by the repair delays. The recommendation was accepted by both parties, so this subject matter doesn't form part of this final decision.

This complaint follows on from the previous complaint. In brief, following the repair delays Haven struggled to find a suitable repairer so it offered Mr H two options; wait for Haven to do the repairs, or take a cash settlement. Mr H chose the cash settlement option. The crux of this complaint is the value of the cash settlement. Mr H says it isn't enough to fund the repairs needed to return the motorhome to the condition it was in prior to the incident for two key reasons; 1) the settlement doesn't include a provision for internal water damage, and 2) the settlement for the external damage is significantly less than the repair quotes he's obtained. I will consider each in turn.

1) Internal water damage

Haven inspected the motorhome in late September 2023. The report said the motorhome had suffered light to moderate collision/impact damage to the left-hand side, and light collision/impact to the right-hand side. It also said the motor home was found to be in very good condition for its age and type. There was no suggestion of any damage to the roof, or any internal water damage.

When Mr H notified Haven of the water ingress in May 2024 it instructed a second inspection, which took place in June 2024. The report said, in relation to the water ingress:

“Vehicle now has water ingress damage to living area, the ingress appears to [be] where the front nose / roof cone joins the main roof panel. White sealant has been applied to this area, however this was visible when we originally inspected the vehicle and we do not believe that this was caused as a result of the initial impact but is a long standing issue.

We noted the lacquer flaking on the roof section above the left hand front door which in our opinion is age related and has not been caused as a result of the incident in question.”

Haven relied on this report to conclude the internal water damage wasn't incident related. I find that was reasonable and not contrary to the evidence for the following key reasons:

- A suitably qualified engineer attended and reached his own conclusion, and there is no comparable evidence from another suitably qualified engineer to refute it. I note Mr H was invited to instruct his own engineer but has not done so to date.
- Mr H says the engineer, when they spoke, said the internal water damage was caused by the impact, and was therefore incident related. The engineer's signed report, however, doesn't support that and Mr H hasn't corroborated what he's said.
- There appears to be white sealant where the engineer indicated in the photographs taken during the September 2023 inspection. To my eye, it doesn't look in keeping with the wider use of sealant and therefore suggests a pre-incident issue.
- While there may not have been water ingress pre-incident, it doesn't necessarily follow the water ingress must be the result of the incident. Sealant does fail, and many months passed before the water ingress was noticed/reported.
- The sides of the motor home were impacted moderately/lightly, and there is no suggestion the roof was impacted directly. Nor did the initial inspection pick up on any damage to the roof or the sealant around the roof.

While I accept Mr H will be disappointed, as I find Haven considered his concerns about the internal water damage appropriately and reached a fair and reasonable conclusion, I'm don't uphold this part of his complaint.

2) External damage

As Haven is, in effect, insisting on the cash settlement it must pay Mr H what the repairs will cost him, rather than what they would cost Haven. Haven offered a cash settlement of about £5,500 for the external damage. Mr H's estimate for the external repairs was, in August 2024, about £13,300. Another quote, referred to by the engineer for the second inspection, was about £8,000 labour plus parts, paint, materials and specialist/sundry charges. This seems to support Mr H's quote.

I'm not satisfied, based on the evidence available to me, that Haven's cash settlement offer for the external damage is fair and reasonable. The Investigator recommended Haven reconsider the cash settlement and ensure it is enough to indemnify the costs Mr H will incur, and that it would do this within a reasonable timeframe. Haven accepted that recommendation and I find it an appropriate way forward. It follows I require Haven to so as the Investigator recommended.

Fair compensation

While I'm satisfied Haven acted fairly in relation to the internal damage, I'm not satisfied it did so in relation to the external damage. This has caused Mr H some additional unnecessary distress and inconvenience for which compensation is appropriate. The Investigator recommended Haven pay Mr H £150 compensation. I find that fair and reasonable in the circumstances.

I accept this matter has become drawn out and has meant the motorhome likely still hasn't been repaired, and therefore been of use to Mr H. But I find that is in large part because of the dispute over the internal damage. I'm not persuaded matters would be materially different had Haven done more in relation to the cash settlement for the external damage sooner. It's mainly for this reason I'm not awarding more significant compensation.

Putting things right

Haven should:

- Reconsider the cash settlement for the external damage to ensure it is enough to indemnify the costs Mr H will incur, and it should do so reasonably quickly; and
- Pay Mr H £150 compensation in recognition of the additional distress and inconvenience he's been caused.

My final decision

I uphold this complaint and require Haven Insurance Company Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 25 March 2025.

James Langford
Ombudsman