

DRN-5581144



The complaint

Mrs and Mr B complained about Accredited Insurance (Europe) Ltd. They are not happy about the way it dealt with a claim under their motorhome insurance policy.

For ease of reading any reference to Accredited includes its agents.

What happened

I looked at this case and provided my initial thoughts in my provisional decision as follows;

Mrs and Mr B's motorhome was stolen and recovered a short while later. The repair of the motorhome by Accredited was drawn out so they complained to Accredited and then this Service.

When our Investigator looked into things for Mrs and Mr B he upheld their complaint. He agreed that Accredited had taken far too long to repair their motorhome but felt that it was acting reasonably in looking to repair the vehicle although he agreed it was taking far too long to repair it. So, he asked Accredited to repair the motorhome. Additionally, he asked it to pay an additional £833.54 in relation to personal belongings that were damaged (lifting the total to £1,545.77). And to pay Mrs and Mr B £900 compensation for the stress, worry, upset and inconvenience caused.

As both sides didn't agree the matter has been passed to me for review.

What I've provisionally 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 have a great deal of sympathy with the position Mrs and Mr B have faced after their motorhome was stolen recovered. As I understand things the damage to their motorhome was relatively minor and the repair should have been relatively straightforward and quick. Fortunately, the motorhome has been repaired and returned to Mrs and Mr B but it took over 300 days to complete the repairs and as the motorhome has now been repaired I will simply focus on the level of compensation suggested here alongside the other issues Mrs and Mr B have raised.

I know Mrs and Mr B would like the costs they have incurred in insuring the motorhome and having to pay road tax but such costs would always be due and incurred here so I won't be asking Accredited to refund these. I know Mrs B and Mr B would like costs such as paying for their caravan club membership refunded but I agree with our Investigator that these are costs they chose to pay, and they could have cancelled this until their motorhome was returned. And in relation to the personal contents costs I agree with our Investigator that an additional £833.54 (total £1,545.77) feels fair. I say this as I agree that Mrs and Mr B have provided sufficient evidence by way of invoices and photos to evidence these losses.

Turning to the level of compensation I agree that £900 for the stress, inconvenience, worry and upset all this has caused Mrs and Mr B feels fair. It must have been very upsetting for them to have had to face a drawn out and stressful process when the repairs required to their motorhome were relatively simple. And things were made worse by Accredited's repairing garage when they should have made good the damage. Plus, it must have been stressful for Mrs and Mr B to have been asked to try and find a repairer themselves when things continued to go wrong with the repair of their motorhome.

However, I think that they should also be compensated for their loss of enjoyment and ability to use their motorhome for over 300 days. Ordinarily, Mrs and Mr B would take about eight to ten holidays a year in their motorhome, especially as they look to take advantage of their retirement. And so, I think they should also be compensated for their loss of enjoyment here and I think a further £600 (£1,500 total) feels fair.

So, given the significant delay, stress and inconvenience caused here impacting Mrs and Mr B's enjoyment of their motorhome and ability to holiday I think they should be awarded £1,500 (total) compensation and they should be paid £1,545.77 in relation to the personal item losses here.

Replies

Accredited responded to say that it didn't fully agree with the provisional decision but simply focussed on the award for loss of enjoyment. It seemed to accept the majority of the position outlined within the decision in relation to the stress and inconvenience award (£900) and that Mrs and Mr B should be paid £1,545.77 for personal belongings. But suggested a figure of £300 for the loss of enjoyment as opposed to the £600 I outlined. And Mrs B and Mr B didn't comment any further.

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 remain of the view that the complaint should be upheld for the reasons outlined in my provisional decision. And as both sides haven't responded in any detail, I don't propose to go over the arguments again now.

Accredited have acknowledged that a payment for loss of enjoyment would be fair in the particular circumstances but feels that £300 is sufficient. It hasn't really gone into detail as to why it feels this is fairer or explained why. But I still feel that an additional £600 in acknowledgement of Mrs and Mr B's loss of enjoyment feels fair.

I say this as they have missed a number of holidays during the long delay caused by Accredited and I'm satisfied that this level of compensation, in addition to the £900 for the stress and inconvenience our Investigator awarded is fair. Especially as Mrs and Mr B bought the motorhome to enjoy during their early retirement and it is clear that they lost the opportunity to use their motorhome, and so the enjoyment of it, on numerous occasions.

Given all of this I remain of the view that Accredited should pay Mrs and Mr B £1,500 (total) by way of compensation for the clear stress, inconvenience, worry and loss of enjoyment they faced during the long and unnecessarily delayed repair of their motor home. And Accredited should pay £1,545.77 in relation to their personal content losses.

My final decision

It follows, for the reasons given above, that I uphold this complaint. I require Accredited Insurance (Europe) Ltd to pay £1,500 (total) in compensation. And £1,545.77 in relation to Mrs and Mr B's personal content losses.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 20 June 2025.

Colin Keegan
Ombudsman