

The complaint

Miss B complains about the repairs and level of service provided by Haven Insurance Company Limited following a claim made on her motor insurance policy.

What happened

Miss B was involved in an accident and made a claim on her policy. After three months, Haven's approved repairer hadn't assessed the car for repairs. Miss B was unhappy that she had called Haven 30 times to chase up the assessment. And she was unhappy that her car was unsafe to drive. She said the windscreen was badly cracked.

Haven said that its repairer had assessed the car from photographs provided by Miss B and found the car to be mobile and safe to drive. It said the cracked windscreen wasn't linked to the circumstances of the accident. It thought it had developed after the car was first inspected and so it declined to repair this.

Our Investigator recommended that the complaint should be upheld. Miss B had reported the crack when she notified Haven of the accident. She saw that Miss B had provided a photograph of the cracked windscreen date stamped after the accident and before the car had been inspected. And so she thought it was likely to have been caused by the accident. She thought Haven should settle the claim in line with the remaining terms and conditions of the policy and pay Miss B £250 compensation for its delays.

Haven replied that its repair centre had provided photographs taken when the car was assessed and that no crack was evident. It said that if it had been there, then its repairer would have photographed it. And so it declined to cover it under the claim.

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 can see that Haven's repairer replaced the windscreen, but Miss B paid a further policy excess as Haven declined to carry out the repair under the initial claim. I can understand that Miss B feels frustrated that this matter hasn't been concluded a year after the accident.

I can see that a month after the accident, Haven confirmed with the repairer that it had received Miss B's photographs of the damage to her car and an estimate had been done.

But it took nearly three months for Haven's repairer to collect Miss B's car for repairs. Haven said this delay was due to the pandemic. But Haven has a responsibility to deal with claims promptly and I think this delay was excessive. From its file I can't see that it was proactive in chasing the repairer or seeking an alternative. It didn't update Miss B and so she had to pursue it for news of her repairs.

Haven apologised to Miss B for this delay. But I don't think that is sufficient. Our Investigator thought Haven should pay Miss B £250 compensation for this delay. From what I can see, Miss B was mobile during this time. So I think £250 is fair and reasonable compensation, in keeping with our published guidance, for the impact this delay had.

Miss B was adamant that the windscreen had been damaged in the accident, but Haven thought it was unrelated. We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Miss B repeatedly told Haven that she had reported the damage to the windscreen in the first notification of loss call. She asked Haven to listen to this call. But I can't see that it did so. However, I can see from its file notes that Haven accepts that Miss B did report the cracked windscreen when she first notified the claim. And it was then added to the repairs estimate.

From Haven's file notes, I can see that the repairer added the windscreen repair to its initial repairs estimate but it was later removed. Haven's engineer said it did this because the repairer hadn't provided any images of the crack and it couldn't relate it to the accident. The engineer said he could see no connection between the cracked windscreen and a minor right hand side collision to both doors. Haven also said that its repairer would have photographed the windscreen if there had been a crack.

Haven speculated that there may have been a chip in the windscreen that wasn't evident in the repairer's initial photographs and this developed over time and was clearly evident when the car was later checked in for repairs.

The crack isn't visible in the unclear initial photographs attached to the repairer's estimate. But, from what I can understand, these photographs are those that Miss B twice sent through to the repairer a month following the accident. Miss B said she included a photograph of the cracked windscreen. And I think it's unfair for Haven to penalise Miss B because the repairer didn't include this photograph in its estimate.

But Miss B provided a date stamped photograph taken shortly after the accident that shows the crack. I can't see that Haven has considered this photograph despite our Investigator bringing it to its attention. And I think Haven has accepted that Miss B did report the crack when she first notified her claim. So I think its comments about the crack developing over time are unsupported speculation.

The crack is very significant. And I think if it had been there before the accident, then Miss B would most likely have made a claim to have it repaired. I'm not satisfied that Haven has established that the cracked windscreen is unrelated to the accident.

So I can't say that Haven has considered all the available evidence. And I'm not satisfied that Haven has justified its decision to not repair the windscreen under Miss B's initial claim. I think Haven should now deal with the repair or replacement of the windscreen under her initial claim.

Putting things right

I require Haven Insurance Company Limited to do the following:

1. Settle Miss B's claim in line with the remaining terms and conditions of the policy.
2. Pay Miss B £250 compensation for the distress and inconvenience caused by its delays in dealing with her claim.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require Haven Insurance Company Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 11 November 2022.

Phillip Berechree
Ombudsman