

## **The complaint**

Mr W has complained about the standard of the repairs carried out to his car following an accident and the poor service provided following a claim under his motor insurance policy with Haven Insurance Company Limited.

I appreciate Mr W dealt with Haven's claim handling agent, but for the sake of ease I've referred to Haven throughout this decision, as they're responsible for the actions of their agent.

## **What happened**

Mr W's car was damaged in an accident and he made a claim under his policy for the repairs to it. Haven arranged for it to be repaired by one of their approved repairers. Mr W wasn't happy with the standard of the repairs and complained about them. He also complained that the repairer had damaged the roof on his car. Haven arranged for an engineer to inspect the repairs. However, he didn't complete his inspection and another engineer was appointed. He did complete his inspection and agreed the repairs had been carried out to a poor standard and rectification work was required. He estimated this would cost £1,000. He said he thought the dent to the roof was unlikely to have happened during the repair process.

Haven offered Mr W the option to get an estimate for the rectification work to be carried out at another repairer. He did this, but Haven thought the estimate was too high. Mr W provided a second estimate from another repairer for a lower amount. Haven also thought this was too high. Mr W has said that the engineer who inspected his car then spoke to this repairer and agreed the work could be completed using fewer hours of labour at a lower rate. However, Haven issued a final response letter to Mr W offering £1,000 for the repairs.

Mr W wasn't happy with this and complained to us. After doing so he explained that he'd paid around £2,400 to get the rectification work done on his car. And he provided an invoice for the work. He also mentioned that he'd agreed to sell his car whilst it was being repaired originally and had taken a deposit for it, but he lost the sale when he discovered the repairs hadn't been done properly. He was clearly very frustrated about this.

Two different investigators looked into Mr W's complaint. Both concluded that the £1,000 Haven had offered was reasonable in the circumstances. They both mentioned that the estimate originally provided by Mr W for the rectification work included items that didn't appear to be anything to do with the original repair. And that there was insufficient evidence to prove Haven's repairer had damaged the roof on Mr W's car.

Mr W asked for an ombudsman's decision, as he wasn't happy with the view taken by the investigators. He maintained the inspecting engineer agreed a revised cost for the work with his repairer and that he shouldn't be left out of pocket, having paid over £2,400 to get the work done.

Having reviewed the complaint, I asked Mr W to provide a copy of the revised estimate for the work that his repairer had agreed with the engineer appointed by Haven. I also spoke to

the repairer and they confirmed this was what was agreed. Mr W also told me he'd never had the £1,000 that Haven had offered.

I then put it to Haven that this seemed a reasonable estimate for the rectification work required and that the repairer had told me it was what they'd agreed with the engineer. I suggested that, in view of this, and in the absence of a breakdown of the £1,000 for rectification work suggested by their engineer, they should pay Mr W what he'd paid his repairer, plus interest. I also suggested they should pay him £200 for the distress and inconvenience he'd experienced as a result of the poor handling of his claim.

I also told Mr W this was what I was likely to make Haven pay if I upheld his complaint and he confirmed he was happy with this.

I gave Haven until 10 January to provide further comments and evidence, but they haven't responded to my email.

### **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.

The rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr W's complaint.

It's clear to me from the engineer's report and the comments and photographs provided by Mr W that Haven's approved repairer didn't carry out the repairs to his car properly and a considerable amount of rectification work was needed. Haven don't dispute this, but think this could have been done for £1,000. But, other than one line by the engineer on his report, they've not provided any evidence to support this view. Whereas Mr W has provided detailed estimates and photographs. He's also provided a testimony backed up by the repairer saying that the engineer actually agreed the costs with the repairer he used. And, having checked the estimate alongside the work carried out by Haven's approved repairer, I'm satisfied it was all required to rectify the issues caused by the previous repair, excluding the damage to the roof. What Mr W paid does include the cost of repairing the dent in the roof. And he's provided photographs of his car before the accident that gave rise to his claim. And, although these are from a bit before the accident, they and what Mr W has said has persuaded me the dent to the roof did happen whilst it was with Haven's repairer.

In my opinion, the evidence strongly favours Mr W. Therefore, I think it is most likely what Mr W paid to have the rectification work to his car carried out was reasonable and Haven should reimburse him for it and the cost of repairing the roof.

I also think the way Haven handled Mr W's claim was very poor. It seems they appointed an engineer, who then agreed repair costs with Mr W's repairer. He then either didn't let Haven know or he did and Haven missed it. And, when Mr W told Haven this, they completely ignored it and stuck with their offer of £1,000. This clearly caused Mr W a great deal of unnecessary distress and inconvenience and I think he needs to be compensated for this. I've decided £200 would be fair, as I think it fairly reflects the level of distress and inconvenience Mr W experienced.

### **Putting things right**

In view of what I've said, I've decided Haven should reimburse what Mr W paid to have the

rectification work carried out on his car and what he paid to have the dent in the roof repaired. This was £2,443.20, including VAT. The invoice Mr W has provided is dated 18 March 2022, so I think Haven should add interest from this date to the date they make the payment at 8% per year simple.<sup>1</sup>

I've also decided Haven should pay Mr W £200 in compensation for distress and inconvenience.

### **My final decision**

For the reasons set out above, I've decided to uphold Mr W's complaint about Haven Insurance Company Limited. And I order them to do what I've set out in the 'Putting things right' section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 9 February 2023.

Robert Short  
**Ombudsman**

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<sup>1</sup> Haven Insurance Company Limited must tell Mr W if they have made a deduction for income tax. And, if they have, how much they've taken off. They must also provide a tax deduction certificate for Mr W if asked to do so. This will allow Mr W to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.