

The complaint

Miss H has complained about her car insurer Haven Insurance Company Limited regarding two claims she made to it.

What happened

In March 2022, Miss H found her car had been damaged – it was dented and scratched on its side and she found the seatbelt wasn't working. She made a claim. It was ten-days before Haven acknowledged it. Initially a courtesy car wasn't available, so Haven arranged a hire car for Miss H to use. Miss H paid £60 to the hire company. A courtesy car was then provided by Haven but it made no arrangements for the hire car to be collected.

In April 2022 Miss H was involved in an accident with another car whilst driving the courtesy car. She told Haven. It logged another claim and began trying to get the other driver's insurer to accept liability for the incident. But it told the garage, repairing Miss H's car, that she would have to pay an excess for the courtesy car.

On 6 May 2022, having complained to Haven, Miss H complained to the Financial Ombudsman Service. She was unhappy about a number of things, including that her car had not been fully repaired, that Haven had spoken to the garage about her claims and excess, and that the excess for the second claim had to be paid.

Our Investigator felt that Miss H had received some poor service from Haven, causing her upset, for which she felt it should pay £100 compensation. She also thought Miss H had been unfairly left without a car for ten days, so she said Haven should pay a further £100. She wasn't otherwise minded to find Haven at fault or to make any award.

Miss H said she was pleased with the awards made. But that the second claim, for the accident she had in the courtesy car, had still not been settled and she'd had to sell her car because Haven hadn't fixed it properly. Our Investigator clarified that Miss H would have to make a new complaint to Haven about what had happened with the courtesy car claim. She said that claim was only two-weeks old when Miss H made her complaint about the first claim and having to pay the excess on the second. Regarding the repair of Miss H's car, our Investigator didn't think Haven had failed Miss H by missing damage likely insured. The complaint was passed for an Ombudsman's consideration.

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 appreciate that this has been a difficult time for Miss H – that having found damage to her car, she then had a second accident, became liable for two excess payments and then had to sell her car, ultimately entering into a finance agreement for a replacement. However, and whilst I think Haven could have done some things better, I can't reasonably find it has failed

Miss H such that the second excess payment is not due, or so badly that it caused her to have to sell her car.

Delay at the start of the claim for Miss H's car

Miss H said she didn't hear anything for about two weeks from Haven. But I can see that once Miss H made the claim there was contact between her and Haven during the first two weeks. I don't think there was generally poor service at this time.

Delays with an alternative car being provided

Haven has acknowledged that, at the start of the claim, it was ten days before it provided another car for Miss H to use. Haven has agreed to make a payment to Miss H of £10 a day, totalling £100, to make up for her being without a car during that time. I think that is fair and reasonable.

Hire and courtesy car

I can see that when Haven couldn't provide a courtesy car, it arranged a hire car. I think that was a good thing for it to do. I know Miss H paid the hire company £60 – but this was in respect of optional further cover, so it wasn't something Miss H had to pay.

I know that when a courtesy car was provided, Miss H had to contact the hire company about taking its car back. I appreciate that this caused Miss H a little inconvenience, maybe some frustration – but I think this is something she'd always have had to be involved in.

I know Miss H felt the courtesy car was unsuitably small. However, her policy, like most, only agrees to provide a small vehicle as a courtesy car.

Excess amount

Miss H thought she had an excess sum of £400 to pay. But I've seen the policy schedule which shows three excess amounts apply, totalling £500.

Two excesses charged

I know that Miss H feels the issue is simple – that she was not at fault for the second accident and it was witnessed by the police. So Haven, in Miss H's view, should just be able to settle the matter and she shouldn't have to pay the/another excess.

When Miss H complained to Haven and this service about the first incident and having to pay the excess for the second claim, the second claim was only around a couple of weeks old. Whilst Haven should take Miss H's view of the accident into account, that doesn't mean that Haven can force the other insurer to pay the claim. An insurer does need time to try and gain acceptance of liability from the other party to the incident. I can see that Haven did take reasonable actions on the claim within those first few weeks and I can't look at what happened after that as part of this complaint.

Unfortunately for Miss H, the excess is a sum the policy, which she has agreed to, requires her to pay Haven in the event of any claim on the policy. If the claim is settled as one of fault against the other driver then she may get her excess payment back. But a claim on the policy, which this was, results in a policy excess having to be paid. So I think Haven acted fairly and reasonably in initially charging this and, further, in following its usual practice for an insurer to ask a garage to collect the excess payment on its behalf.

After the initial request though, I think Haven could have dealt with Miss H more sympathetically. It is clear she was struggling financially, and she couldn't have expected to have two claims so close together. I understand that the excess fee for the second claim may still be outstanding, and the claim has not been resolved. If Haven should insist on

Miss H paying this sum it needs to make suitable adjustments to assist Miss H with payment in her difficult financial situation.

Repair of Miss H's car

I know Miss H feels that Haven did not repair her car properly. She feels that it ignored her initial reports that, following her finding bodywork damage to the doors on the driver's-side of her car, it exhibited power issues and there was a problem with the seatbelt. After Miss H's car was returned to her in May 2022 she had it checked at a garage which found issues with the engine mounting. She told Haven but it said the power and seatbelt issues weren't related to the incident. Miss H sold her car.

I've seen the diagnostic Miss H provided. It shows that the engine mounting had failed. I know Miss H reports that the garage said this was caused by an impact – so she thinks it happened when her car was damaged. But I'm mindful that Miss H was not aware of a major impact to her car – rather she found it one morning with relatively minor bodywork damage, some minor denting and scratching. And I see this is largely around the centre pillar of the car, perhaps more so on the rear door. So I'm not sure how this could have caused major damage to the engine bay, or even have caused a problem with the seatbelt. I think Haven's view that it, and the seatbelt damage, are likely caused by wear and tear, as such being unrelated to the incident, is fair and reasonable. As such, whilst I know it was upsetting for Miss H to have these problems with the car and to feel she had to sell it, I don't think that is something I can fairly and reasonably blame Haven for.

Customer service

As the findings I've set out above show, I think Haven did, at times during this claim, fail Miss H. I'm also aware of a delay in the courtesy car being recovered after the incident and that Miss H has experienced upset when talking to Haven on the phone. I think it's fair to say that Haven's service could've been better. I'm satisfied that £100 compensation is fairly and reasonably due to Miss H.

Putting things right

I require Haven to pay Miss H:

- £100 for ten days loss of use of her car.
- £100 compensation for upset.

My final decision

I uphold this complaint. I require Haven Insurance Company Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 20 June 2023.

Fiona Robinson
Ombudsman