

The complaint

Mrs C complains about how Haven Insurance Company Limited handled a claim made on her motor insurance policy.

Mrs C also complains about the service received and time taken by Haven - she's still without her car nearly two years after the accident which led to her claim.

What happened

The details of the claim are well known to both parties and have been discussed in prior correspondence with this service, so I won't repeat them again here.

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 uphold his complaint in this matter. I'll explain why.

I accept the video provided shows water ingress to Mrs C's vehicle. But I don't consider the water test proves the water ingress is as a result of poor workmanship when the screen was installed. Nor do I accept it shows the water is coming in through the upper part of the windscreen - this isn't the only place the water is poured over and I've not seen any evidence there's damage/mould/damp inside the vehicle consistent with this, for example, to the roof lining or pillar trim.

Taking everything into account, I'm satisfied it's more likely the damage discovered by Mrs C in January 2023 caused by water ingress (amplifier, front sensors, loom and step etc) is either connected to the accident in May 2022 or the repairs carried out. In either scenario, it is Haven's responsibility to put it right.

Turning to the service Mrs C has received. Under ICOBS 8.1 Haven must: (1) handle claims promptly and fairly; (2) provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress; (3) not unreasonably reject a claim; and (4) settle claims promptly once settlement terms are agreed. Having reviewed the information provided in this matter, I consider Haven has fallen far below the standards placed on it. There's significant evidence of delays, poor communications and a lack of progression of the claim and Mrs C's concerns with the repairs once completed 8 months later. On many occasions, Mrs C asked for the car to be returned to her so she could approach an alternative garage. Haven failed to assist or taken any responsibility to progress this matter. In fact, the correspondence suggests the repairer dictated the progression of the repair even though it was acting on Haven's behalf and frequently held the car to ransom over costs Haven was responsible for.

Haven now needs to put things right and I thought carefully about how best to do this given the length of the claim. At this point, I wanted to say I appreciate both parties have sought to resolve this matter pragmatically by agreeing to the below way to take matters forward.

Mrs C has been without her car for nearly 2 years, and it has been suffering from water ingress since - at least - January 2023 and sitting unused since May 2022 (apart from 2 days before she discovered the problems and returned it). The car has also been stripped down since February 2023. I don't therefore consider it appropriate to require Haven to repair it. Instead, I require Haven to write off Mrs C's car from the date of the accident and pay her a fair market value for the same.

In addition, for the distress and inconvenience caused by the poor service and delays in this matter, it should pay Mrs C £450.

Finally, as Mrs C will have undoubtedly incurred costs for a vehicle she's been unable to use as a result of Haven's delays and failed repair as well as costs she wouldn't have otherwise needed to pay, Haven needs to compensate Mrs C for this. Mrs C has been asked for evidence of her losses but only part of this evidence has been received so, I only make an award in relation to those costs I'm able to assess and quantify. This includes a refund of the insurance cost for the policy years 22/23 and 23/24 for the car (which Haven is likely to be aware of as I understand it remains the insurer) and tax costs for 2023 and 2024.

Mrs C explains she's also incurred additional fuel costs as her husband drives her to work, drops her off and returns later to collect her. Evidence of the additional fuel costs has been requested but only the evidence of costs incurred whilst she hasn't had a car has been sent to this service. To be satisfied *additional* costs have been incurred because of Haven's actions, I'd need to see – for example – evidence of lower fuel costs from when Mrs C had her car. As the requested evidence hasn't been provided, I'm not able to make an award for the fuel costs.

Putting things right

Haven Insurance Company Limited must now put things right by taking the following steps. This should be done within 28 days of acceptance by Mrs C of this decision being communicated to it.

1. Write off Mrs C's car from the date of the accident and offer Mrs C a fair market value for her car (assessed using the date of the accident as the date of loss).
2. Add 8% simple interest to the total loss payment from 30 days after the date of the claim until payment is made*.
3. Refund Mrs C the motor insurance costs she incurred for the policy years 22/23 and 23/24 and vehicle tax costs incurred for 2023 and 2024 (if any).
4. Add 8% simple interest to the refunds from the date the payments were made by Mrs C to the date of settlement*.
5. If evidence is reasonably required by Haven before it can make the refund payments, it may request this from Mrs C where it's unable to ascertain this itself.
6. Pay compensation to Mrs C for the distress and inconvenience caused of £450. Haven should do this within 28 days of us telling it Mrs C has accepted this decision. If it pays later than this, it should add simple interest at a rate of 8% from the date of my final decision to the date it makes payment*.

* If HM Revenue & Customs requires Haven to take off tax from this interest, it must give Mrs C a certificate showing how much tax it's taken off if she asks for one.

My final decision

My final decision is I uphold Mrs C's complaint. Haven Insurance Company Limited now needs to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 6 March 2024.

Rebecca Ellis

Ombudsman