

The complaint

Mrs L and Mr C are unhappy with how Haven Insurance Company Limited has settled a claim made against Mrs L's motor insurance policy.

What happened

Mrs L held a motor insurance policy that was underwritten by Haven.

In 2022, Mrs L's named driver, Mr C, was involved in a collision with another vehicle. The other vehicle's insurer contacted Haven to say they thought Mr C was at fault for the incident. Haven spoke to Mr C to find out his version of events, and he said the other driver was at fault.

Haven then went back to the other insurer to ask if they had any evidence to support their claim. The other insurer sent Haven video evidence they claimed was of the accident, and Haven shared this with Mr C. Mr C pointed out that the footage didn't match the people or the vehicles involved, so Haven went back to the other insurer and they then sent Haven the correct footage. Based on this footage, Haven took the decision to settle the third party's claim.

Unhappy with this, Mrs L and Mr C complained to Haven. They also asked to see the second set of footage. Haven looked into the complaint but didn't change its stance. It said based on the video evidence it was satisfied that the other driver's allegations matched what happened, so it said the correct liability decision had been reached. It also didn't agree to share the footage with Mrs L and Mr C because it had been provided by the third-party insurer.

Mrs L and Mr C didn't think this was fair, so they referred their complaint to the Financial Ombudsman. They also said they were being chased by Haven for a £500 excess charge that they didn't think was fair.

Our investigator looked into things and didn't think the complaint should be upheld. He thought Haven had acted fairly by reviewing the footage before finding that Mr C was responsible for the incident. But he said Haven has waived the £500 excess charge.

Mr C didn't agree with our investigator's outcome. He said he didn't think there was any damage to the third party's vehicle, so he didn't understand why Haven had chosen to settle a claim with no damage.

Because Mr C didn't agree, the complaint has been passed to me to decide.

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'm not upholding the complaint for broadly the same reasons as our investigator. I've focused my comments on what I think is relevant. If I haven't commented

on any specific point, it's because I don't believe it's affected what I think is the right outcome.

It's not my role, or the role of this service, to decide whether Mr C was responsible for the accident, or if the other driver's claim is genuine. What I've needed to decide is whether Haven has acted fairly and reasonably and in line with the terms of Mrs L's insurance policy.

I can see Mrs L's policy terms give Haven the right to handle any claim made against it. The terms say, "We are entitled to take over any third party claim against You (or any other person claiming under this policy) and to conduct the defence or settlement of any such third party claim in Your name or the name of any person claiming under this policy." Similar provisions are found in most motor insurance policies, so I don't find this unusual.

Based on this, I think Haven was entitled to settle the claim as it saw fit and that it could take this decision without the agreement of Mrs L or Mr C. So, I'm satisfied Haven acted in line with the terms of Mrs L's policy when it chose to settle the third party's claim.

Even so, I would still expect Haven to have given Mrs L and Mr C the opportunity to support their position. And I would expect any evidence provided to have been considered by Haven before it decided to settle the claim on a fault basis. And I think Haven did so here.

Haven received the allegation from the third-party insurer, which was that their driver was proceeding correctly along the road when Mr C, who was parked on the left, reversed backwards and then drove forwards into the road, colliding with their driver's car. Haven then spoke to Mr C to obtain his version of events. According to the claim notes, Mr C said he was pulling out from a parked position when the third party started to reverse because a car in front had tried to pull out, so the third party reversed backwards into Mr C's car. I can see Haven then asked the third-party insurer if they had any further evidence to support their claim.

The other insurer then sent Haven the first set of dashcam footage. And after it came to light that this footage wasn't related to the incident, the other insurer provided the correct footage. And it was after reviewing this that Haven made the decision to settle the claim.

I know Mrs L and Mr C have asked to see this footage. And as Haven shared the first video with Mr C, I can understand why Mrs L and Mr C would have expected it to share the second. Haven says it hasn't shared this because it was provided by the third-party insurer. And when our investigator asked Haven about this, it said it doesn't give permission for our service to share it because the footage shows other people inside the third-party vehicle. I don't think this is an unreasonable position for Haven to take, so I won't be asking Haven to share it. But I want to reassure Mrs L and Mr C that I've reviewed the footage carefully before coming to my decision.

The footage is from an interior, rear-facing dashcam, and it shows the third-party vehicle established in the road and Mrs L's vehicle parked on the left. Through the left passenger window, it shows Mrs L's vehicle reversing slightly before pulling forwards and colliding with the rear wing of the third-party vehicle. I understand Mr C told our investigator that he thought the other driver was going to move forward, which would have made space for him. But, based on this footage, and given Haven has the right to settle claims made against it, I don't think Haven's decision to settle this particular claim was unreasonable.

Mr C has said the incident didn't cause any damage, so he doesn't think Haven should've settled the claim. Haven has provided a copy of the engineer's report it received from the third-party insurer. This included photos of the damage to their driver's vehicle and a

breakdown of the costs to repair it. Based on this, I think it reasonable for Haven to decide to settle the third party's costs.

I understand Haven asked Mrs L for a late reporting excess fee of £500, but it's told us this has since been waived and she isn't being pursued for this.

I recognise this isn't the outcome Mrs L and Mr C were hoping for. And I want to reassure Mr C that I've considered the points he's raised. But I think Haven has acted fairly in reaching the decision that it did, in line with the terms of Mrs L's policy. So I don't require Haven to do anything further.

My final decision

For the reasons above, I don't uphold Mrs L and Mr C's complaint about Haven Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs L to accept or reject my decision before 15 April 2024.

Chris Woolaway
Ombudsman