

The complaint

Mr K complains about delays and incomplete repairs carried out by Haven Insurance Company Limited (Haven) following a non-fault claim he made under his commercial motor insurance policy.

What happened

In November 2022 Mr K's van was damaged when another vehicle drove into it when it was parked. He contacted Haven and it arranged for the repairs. Mr K says his van has been with the repairer on three occasions and has yet to be repaired fully. He says Haven refused to put his insurance premiums on hold and supplied a small replacement van that was unsuitable for the work he does.

Mr K says he wants Haven to complete the repairs and to pay him compensation. He says that he can't work without his van, and this has resulted in a loss of earnings.

In its complaint response in March 2023 Haven apologised for a delay with the repairs. It says the vehicle will need to be inspected to review the post-repair concerns raised. It offered £125 compensation. In its May 2023 complaint response Haven said an independent inspection had been completed. On review of the findings, it didn't think the issues with the steering were claim related. It confirmed the windscreen fault would be repaired. It also said it would look to book Mr K's van into the main dealer to investigate the "squealing noise" coming from the turbo. Haven offered £30 compensation for the poor customer experience.

Mr K didn't think Haven had treated him fairly and referred the matter to our service. Our investigator upheld his complaint. She says Haven should pay for the turbo repairs Mr K had since arranged. In addition, it should compensate him for loss of earnings on provision of evidence to support this loss. She says Haven should pay for the remaining repairs to be completed at the main dealer and for a courtesy car to be provided whilst the work was done. Our investigator thought the compensation Haven had offered Mr K was fair.

Haven and Mr K didn't confirm if they accepted our investigator's findings. As an agreement wasn't reached the matter has been passed to me to decide.

I issued a provisional decision in February 2024 explaining that I was intending to not uphold Mr K's complaint. Here's what I said:

provisional findings

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 my intention is to not uphold Mr K's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

Haven issued another complaint response to Mr K dated 7 August 2023. I asked it to provide a copy of this response and some further information about the claim, including the repairs it

paid for. I asked whether it agreed to our service considering the issues included in its latest complaint letter. The Financial Conduct Authority (FCA) dispute resolution or DISP rules determine what we can consider. Mr K brought his complaint to our service in June, which was prior to the response Haven sent him in August. This is why I asked if it agreed to us considering the points included in this response.

Haven responded with the information requested and confirmed an additional £50 compensation payment was offered in its August 2023 letter. It didn't specifically comment on whether it agreed to consideration of the later complaint response. But it didn't object either. I'm mindful of the delays we've experienced when requesting information from Haven. I don't want to delay matters further. So, as it hasn't disputed this point, I'll consider up to the August response in my decision here.

The records show that Mr K arranged some repairs himself soon after his van was damaged. I asked him to confirm what repairs he arranged in December 2022 and in January 2023. As well as evidence of what this cost. Mr K didn't respond.

In its submissions to our office Haven says Mr K presented a repair invoice with no additional evidence to show repairs had been completed. It says it asked him for more evidence in January 2023, but it didn't receive a response. Haven says Mr K then contacted its claim team on 6 February to say he'd taken his van to its approved repairer.

The claim records show Haven instructed its vehicle rental company to provide a vehicle to Mr K at this time. The notes indicate a suitable vehicle wasn't available. I can see Mr K called three days later. He advised the estimated time to complete the repairs had been extended by around a week. A note from 13 February says Mr K had been offered a rental vehicle similar to his van, but he'd refused it. The records say Mr K had a parking permit for his van but wouldn't be able to get one for the hire vehicle. However, he says he has a small space he can use to park a car.

The records show Mr K collected his van on 18 February 2023. He called Haven two days later to report a broken windscreen and a "noise on the wheel".

The records show Mr K's van was booked back into Haven's approved garage on 13 March 2023. Due to a technician being ill there was a delay in the repair. The van was returned to Mr K on 22 March.

Mr K remained unhappy with the repairs that had been carried out by Haven's garage. He says the off-side front wheel was still making a noise due to the impact with the kerb. Haven instructed an inspection of the issues Mr K had reported. In total three reports were provided by the same engineer in April, May and then in July 2023. In the first report the engineer says he's been advised of an issue with vibration that was felt through the steering wheel when turning from lock to lock. In his report the engineer says:

"A static check of the steering was carried out and it appears notchy also with an audible knocking felt through the steering from right and left hand full lock, This we believe the steering gear could have been compromised when the vehicle met the right side kerb as inform. The Geo report was also reviewed that there is a discrepancy to the right hand suspension and would require further attention."

In the second report in May 2023 the engineer sets out Mr K's concerns with the steering vibration, also that there is water leaking at the base of the front windscreen onto the airbox cover. In addition, that Mr K had reported a squealing noise from the turbo. In his report the engineer repeats his findings with respect to the steering. He then provides the following comments:

*“- Front screen lower screen base not fitted correctly and not sitting flush with the screen hence water is creeping below the cover and going directly onto the airbox
2- Squealing noise may be due to a damage seal which will require further main dealer investigation to clarify whether this could relate to water ingress.”*

The engineer recommended the following rectification work:

“Based on the safety and Manufactures Safety related protocol it would be required for the possible replacement of the steering gear and also for the vehicle to having another Geo check.

Refit or renew lower front screen base trim and seal. Squealing noise from turbo requires main dealer investigation to clarify whether this could relate to water ingress.”

A note from 24 May 2023 says Mr K's van had been booked in to have the windscreen issue repaired. It says a hire car was to be made available if required, albeit the repair was thought to be completable within a day. It says Haven's garage was also looking to book Mr K's van into the main dealer for a turbo diagnostic.

I can see from the claim records that Mr K contacted Haven to say the issue with the windscreen leaking had returned in June 2023. Haven instructed a further inspection. The report dated 3 July says that the concerns raised with the engineer relate to an unsecure “lower scuttle trim” that is letting in water. The report says:

“The front screen scuttle trim has not been properly fit and is sitting away front [sic] the base of the screen. Rectification Required: Repairer requires to fit a new front lower scuttle screen trim”.

In its complaint response dated 7 August 2023 Haven says its approved repairer has ordered a replacement scuttle trim which is due to arrive in two days. It says its repairer will contact Mr K to arrange for it to be fitted at a time suitable for him.

Haven has provided an email from an in-house engineer querying the cause of the damage Mr K had claimed for. The email says:

“The ph has advised the vehicle was pushed into the kerb. From this minor impact I do not believe was heavy enough to cause the vehicle to move There are no images of the os front wheel to show any impact marks and the ph from the scene do not appear to have moved or hit the kerb.

.. The wheel alignment report shows caster damage which is caused by an impact to the front of the wheel more in line with mounting a kerb when driving at it. The toe shows that this is in specification which is the steering rack. The repairer noted the os drive shaft whined on lock. .. [main dealer] are requesting the full os suspension which I do not believe is related and the os drive shaft which whines on turn indicating a worn or dry CV joint”.

A further email from the same engineer comments on the claim from Mr K relating to the turbo issue. It says:

“This was a minor impact to the ns wing. It was not hard enough to push the vehicle onto the kerb to impact the os wheel The manifold studs are suspected broke as the gates [main dealer] report states, which is not related to any accident. Spoke to [main dealer] who confirmed they have inspected and the Turbo has no faults.”

Mr K didn't respond when we asked him to provide information regarding the turbo repairs he'd arranged. Based on this evidence there was no claim related damage to the turbo. This wasn't thought to be related to the leaking windscreen either. I've thought about Mr K's view that the damage to his off-side front wheel was due to his van being pushed into the kerb. However, I'm more persuaded by Haven's in-house engineer's comments that the impact wasn't forceful enough to cause this damage. Also, that some of the damage identified was more likely caused by the van mounting a kerb.

I acknowledge the independent engineer's comments that the steering could have been compromised by an impact. But having looked at the photos of the damage, this is limited to the near side front wheel arch and the area immediately above. I think the in-house engineer's view is persuasive that this shows the impact was fairly minor. Mr K's van is large and heavy. I think it's reasonable to expect to see more significant damage on this area of the van, had the impact been strong enough to push it onto the kerb with enough force to damage the steering rack. As the in-house engineer has commented, there is no evidence to show damage to the off-side front wheel or other evidence that supports this part of the claim.

Haven's repairing garage arranged for the remedial repairs of Mr K's windscreen after it was found to be cracked following the initial repairs. I think this was fair as were the subsequent repairs to ensure the scuttle trim was fitted correctly. I can understand Mr K's frustration when this wasn't repaired correctly initially. This was inconvenient for Mr K, and I think it was reasonable that Haven offered compensation to acknowledge this. I think its total payment of £205 was fair.

Having considered all of this I don't think Mr K has shown that the steering or turbo issues were claim related. He was inconvenienced by the problems repairing the leak in his windscreen. But I think the compensation offered by Haven was fair. The evidence shows he was offered a suitable hire vehicle, with some delays. But again, I think the compensation offered is reasonable to acknowledge this. However, Haven isn't responsible for arranging repairs for pre-existing faults with Mr K's van. Because of this I don't think he's reasonably shown that it should compensate him for lost earnings. So, I can't fairly ask it to do anymore.

I said I was intending to not uphold this complaint.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Haven didn't respond with any further information or comments for me to consider. Neither did Mr K.

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.

As neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 19 April 2024.

Mike Waldron
Ombudsman