

The complaint

Mrs Q complains about how Haven Insurance Company Limited (“Haven”) handled a claim on her car insurance policy.

What happened

Mrs Q had a motor insurance policy with Haven covering her car.

In August 2023 she was involved in a collision damaging her car and she made a claim. Her car was repaired by Haven’s approved repairer.

When her car was returned, Mrs Q complained as she wasn’t happy with the work that had been done. Haven arranged for an independent inspection which identified more work needed to be done.

Her car was returned to her and Mrs Q said there were further problems. Haven again inspected the car and said it couldn’t be sure whose responsibility some of the damage was, but the engineer recommended more rectification work was carried out.

Mrs Q complained. Haven responded and said it was still in the process of investigating the cause of the further damage.

As she remained unhappy, Mrs Q brought her complaint to this service. Our investigator looked into it and said she thought it would be upheld. She said Haven should carry out the repairs, and if it couldn’t evidence that damage hadn’t been caused by its repairer then it should repair it. She also said it should pay Mrs Q £350 compensation for her distress and inconvenience caused by the poor standard of repair, damage, and Haven’s handling of the claim from 17 October 2023 to the date of its final response.

Haven agreed with the £350 compensation but said it wanted to discuss the damage and repairs with its approved repairer. Mrs Q didn’t agree with the view. She said she’d lost a substantial amount of earnings because she couldn’t sell her car and replace it. She says this means she had to turn down large contracts for work. She asked that her complaint was reviewed by an ombudsman, so it’s has been passed to me to make a decision.

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.

It’s important I start by saying that I’m upholding Mrs Q’s complaint, but I won’t be looking to award her the sums she’s asked for in her approach to this service. I’ll explain why.

I also don’t think Haven’s service has been good enough and I can see there’s been a significant impact on Mrs Q over an extended period of time.

Mrs Q has also reported further issues with her car following her approach to this service.

Under the rules of this service I'm only able to consider the impact of Haven's service on Mrs Q from 17 October 2023 to 3 January 2024. So, unfortunately, I'm not able to consider those further problems as part of this complaint, as they happened later than Haven's final response.

But, I will comment on one of those further problems as it seems fair that Haven deal with them under the repairs I'm going to require it to carry out. For the avoidance of doubt, if Mrs Q remains unhappy about the repairs Haven carries out, then she can make a further complaint to Haven and this service in due course if she remains unhappy.

From the file I can see that when her car was initially repaired, and Mrs Q complained, Haven sent an engineer to inspect the car. The engineer reported that significant amounts of rectification work were needed following the work done by Haven's approved repairer. This isn't an exhaustive list, but included:

"RECTIFICATION WORK REQUIRED

We consider the following rectification work is required: realign bonnet and wing gaps, adjust bonnet lock catch to secure by the two catch [sic], system reset the windscreen wiper to work due to bonnet lock sensor, replace both head lamp due to mist behind the glass and not being air tight"

Mrs Q's car was then worked on by Haven's repairer and returned to her. An engineer carried out a second inspection (December 2023). In this report, the engineer asks Haven to check the repairer's invoices to see whether the repairer had actually carried out the work needed. I find this comment extraordinary.

The report lists various areas with issues, including repainting the bonnet and re-adjusting bonnet latch. It goes on to mention cracks around the grille and alignment of the grille, which it's not clear whether the damage was caused in the original claim or from the repairs, or from a further, unknown, incident.

The report also talks about further areas of concern including misting to the headlamps, and some scuffs and cracks to the front bumper. This bumper, the report says, was apparently "*replaced as part of the repair*" by Haven's repairer. The inference being that a crack and scuffs had been caused after the original inspection in November 2023. But the same report goes on to say that there's "*Insufficient evidence to confirm when this was caused.*"

It seems to me that the repairs carried out by Haven's repairer, which is acting as an agent of Haven, have been of a low standard. Haven's engineer has even asked whether the repairer had carried out its instructions at all.

As Haven is responsible for the actions of its agent, it's now got to carry out the repairs to Mrs Q's car under the terms of her policy with it.

What this means is that I think it's fair I require Haven to rectify all of the problems with the car, unless Haven is able to prove beyond reasonable doubt that the specific areas of damage weren't caused by the original collision, or by its repairer's actions.

And from the file I have, it seems to me that Haven hasn't definitive evidence about this.

As Haven's engineer has openly questioned whether its repairers actually carried out the work they were supposed to have done, I think it's fair to say Mrs Q may have very little faith in Haven's repairer's ability to carry out the work.

It follows I think it's fair to expect Haven to work with Mrs Q to find a suitable repairer to carry out the repairs and Mrs Q to have the choice of which repairer to use, subject to the terms of her policy.

I'd also expect to see Haven provide her with a courtesy or hire car during the repairs, which is cover she has under her policy. But I think it's fair I say I'd expect it to provide her with this alternative transport throughout the period, even if it's longer than the limit under the policy. I say this because I think Mrs Q's situation has been caused by Haven and it needs to make sure her inconvenience is minimised going forward.

I've mentioned above that Mrs Q has reported further issues with her car, including the front parking sensors. As these seem to be closely connected with the areas of damage caused in the original collision I think it's sensible and logical to ask Haven to rectify those at the same time as it's dealing with the rest of the repairs, again subject to the remaining terms and conditions of the policy.

Mrs Q has also raised an issue about a part of her car, apparently not damaged in the original collision as it was at the rear of her car, which she thinks means it was from a scrapyard. As I've said above, I can't see that she's raised this with Haven and under this service's approach she needs to do this, and Haven provides her with its final response, before this complaint can reach this service.

Mrs Q rejected the view because she didn't think the amount of compensation awarded by our investigator (£350) wasn't enough. She has talked about her not being able to accept a tender for her business, which was substantial. Unfortunately, I'm not able to agree the level of compensation she's asked for as they seem to have arisen out of what are known as consequential losses.

But I do understand Mrs Q's frustration and upset with Haven's claims process and the inadequate work done by its approved repairer. I've thought about this and I think the figure of £350 compensation is appropriate and in line with this service's guidelines, from 17 October 2023 to 3 January 2023.

I'd remind Mrs Q that if she's unhappy with other aspects of her claim, including the way Haven deals with her repairs, then she's free to bring a further complaint to it and this service in due course if she remains unhappy.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. I direct Haven Insurance Company Limited to:

- Repair Mrs Q's car subject to the remaining terms and conditions of her policy, liaising with her to find a suitable repairer and ensuring she's not further inconvenienced by providing her with of alternative transport during the repairs.
- Pay Mrs Q £350 for her distress and inconvenience.

Haven Insurance Company Limited must pay the amount within 28 days of the date on which we tell it Mrs Q accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Q to accept or reject my decision before 3 September 2024.

Richard Sowden
Ombudsman