

The complaint

Mr B complains about the way Haven Insurance Company Limited (“Haven”) has dealt with a claim he made under his motor insurance policy, following a collision involving his vehicle.

What happened

In August 2022, Mr B’s vehicle was involved in a road traffic accident with another vehicle. Mr B, who was the driver at the time of the accident, was crossing a junction when he felt impact from the left-hand side, which forced his vehicle sideways to the right. His vehicle then collided into a brick wall on the opposite side of the road.

Mr B says police and the recovery team who attended the scene of the accident told him his vehicle would most likely be written off due to the extent of the damage. But when Mr B made a claim to his insurer, Haven, it decided to try to repair the vehicle instead.

The repair took over 9 months and Mr B says he was initially told it would take 2-3 weeks. After receiving his vehicle back in May 2023, he says he noticed a number of problems, including that the air conditioning wasn’t working, small dents in the bodywork, a windscreen wiper fluid leak, and a new sound coming from underneath the vehicle when turning corners. Mr B says Haven agreed to fix everything except the noise, and said that as it was intermittent, Mr B should monitor it and return to them if the sound got worse.

Mr B decided to pay for two mechanics to inspect the vehicle, but they couldn’t locate where the noise was coming from. They did say however that it was highly likely to be from components on or around the driveshaft or steering and that as the vehicle had been involved in an accident, they advised Mr B to take his vehicle back to the garage that had carried out the repairs.

In March 2024, Mr B returned to the insurer’s repair garage for an assessment regarding the cause of the intermittent noise. It inspected the vehicle again and agreed that the noise was coming from the driveshaft component on one side of the vehicle. But it concluded that as the repairs had been carried out to the other side of the vehicle, it wasn’t responsible for any further work. Mr B disagreed, and took his vehicle to another garage which concluded that the noise was coming from the “O/S driveshaft inner spider”. Mr B paid that garage £600 to install the new part. He also made a complaint to Haven about its refusal to carry out the required repairs.

In its response to the complaint, Haven said that Mr B hadn’t contacted it about the noise until February 2024, and that following an inspection, its expert had said the noise was coming from the right front driveshaft outer CV joint and that this could be a wear and tear issue, so it wasn’t covered by the policy.

Mr B didn’t accept Haven’s response and referred his complaint to this service. Our Investigator considered it, and initially didn’t think it should be upheld based on Haven’s expert report concluding that the damage was unrelated to the claim.

Mr B provided further evidence which changed our Investigator’s view. It was then

recommended that Haven should cover the cost of the driveshaft replacement because Haven's evidence had been based on a non-invasive assessment of the vehicle, whereas the evidence Mr B had provided was following replacement of the damaged part and a more intrusive inspection. Because of this, and the photos provided, our Investigator found Mr B's report to be more persuasive and recommended Haven pay for the damage claimed for.

Haven didn't agree with our Investigator. It said Mr B's vehicle passed its MOT test the day after it was returned from the repair centre, and as no issues with the driveshaft were noted at the time of the MOT, and Mr B didn't contact Haven again until February 2024 about the noise, it didn't think the issue was related to the accident. It also said it asked Mr B for a report from his vehicle manufacturer, but this wasn't provided.

As Haven asked for an Ombudsman to review the matter, the complaint has now 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.

As this is an informal service, I'm not going to respond here to every point or piece of evidence Mr B and Haven have provided. Instead, I've focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I'm upholding this complaint. I'll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the "Insurance: Conduct of Business Sourcebook" (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly, provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress. It should also not unreasonably reject a claim (or parts of a claim), and it should settle claims promptly once terms are agreed. I've kept this in mind while considering this complaint, together with what I consider to be a fair and reasonable outcome.

The key issue in dispute here is whether the intermittent knocking noise, which both parties accept to be coming from the driveshaft, was caused by the August 2022 accident, following which the claim was made. And whether Haven is therefore liable to pay for the replacement of the part which cost Mr B £600.

Mr B's policy says it covers "*loss or damage to your vehicle after an incident*" but doesn't cover "*wear and tear, mechanical or electrical breakdown of your vehicle.*" Haven says the noise was caused by wear and tear to the driveshaft but that this was not related to the incident. A report it's provided says:

"We understand that the vehicle was involved in a road traffic incident on the 08th August 2022 as a result of which it suffered damage to the front and left front..."

In my opinion the noise is coming from the right front drive shaft outer CV joint, this could be a wear and tear issue as no repairs were carried out to this side as all the damage was to the left side."

Mr B has also provided commentary from the autocentre that repaired his vehicle. It says: "*Van came in with knocking noise when turning left customer was told that this was not in connection to van being hit problem was infact O/S/F driveshaft inner spider that was*

damaged due to [impact] on [kerb] after van had been hit”.

Both Mr B’s report and the report from Haven indicate that the source of the noise was the offside front driveshaft, on the right side of the car where no repairs were carried out after the accident. I’ve found Mr B’s engineer’s comments to be more persuasive, however, as the repair work involved a more detailed inspection of the part that was replaced.

It’s clear from the photos I’ve reviewed, that there was no visible outer damage to the nearside of the vehicle from the collision. That’s not in dispute. However, this doesn’t mean damage wasn’t sustained internally, which wouldn’t have been visible with the non-invasive check that was carried out by Haven’s engineers.

And I find Mr B’s engineer’s comments to be plausible in relation to how the internal damage was sustained. He notes that the inner spider was damaged due to the wheels impacting the kerb. As I understand it, while direct impact to one side of the vehicle is unlikely to immediately impact the other side, a severe impact can cause misalignment in the drivetrain, which can lead to increased stress and wear on the other driveshaft over time, affecting its functionality. This could plausibly have happened due to the impact of the wheels mounting an undropped kerb, or the impact of one side of the car hitting the wall.

I’d also find it unusual for the driveshaft in this case to sustain wear and tear and require replacement without additional factors such as impact from a collision, due to the age and mileage of Mr B’s van. I’m satisfied that the possible wear and tear noted by Haven is likely to have occurred at an increased rate due to the accident. So I don’t consider the exclusion its relied on fairly applies in the circumstances.

Haven says Mr B’s vehicle underwent an MOT test in May 2023, the day after the vehicle was returned from the repair centre. It said no issues with the driveshaft were noted in the test.

But the noise was only apparent when turning corners, and an MOT would not pick up on this as the test doesn’t usually include an inspection of the vehicle whilst it’s in motion. Mr B has not alleged that the vehicle wasn’t roadworthy due to the noise and I don’t consider the noise would make the vehicle fail its MOT or that it would be noted during inspection. Further, it’s unlikely an MOT would pick up on the issue as, whilst the driveshaft may be inspected, an intrusive inspection of the part wouldn’t occur and only a non-invasive check would be carried out for the purposes of the MOT. This would have been similar to the inspection carried out by Haven’s engineer. So I don’t think this shows that the intermittent knocking noise wasn’t an issue at the time.

It follows therefore, that I consider the noise was most likely linked to the accident and Haven should include the replacement of the part in the existing claim, and reimburse Mr B for it. It should also pay interest on this amount to compensate Mr B for the time he’s been out of pocket.

Putting things right

Haven Insurance Company Limited should:

- Pay Mr B £600 to reimburse him for the repairs he paid for, plus 8% simple interest per annum from the date Mr B paid the garage until the date of settlement.

My final decision

I uphold this complaint and I direct Haven Insurance Company Limited to put things right as

I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 March 2025.

Ifrah Malik
Ombudsman