

The complaint

Mr M complains about how Haven Insurance Company Limited (Haven) dealt with a claim on his motor insurance.

What happened

Mr M had motor insurance with Haven. He says while he was driving, one of the car's tyres exploded and there was some further damage as he made his way to the side of the road. Mr M contacted a local garage who said it could repair the car and collected it. A few days later Mr M contacted Haven but he didn't say that he wanted to make a claim. Haven said it would likely consider that the car couldn't be economically repaired. The garage then sent an estimate for the repairs to Haven, but Mr M says a few days later Haven contacted him saying the car was a total loss and he needed to transfer ownership to a salvage company. Haven gave Mr M a valuation for the car which he wasn't happy with. Mr M says he contacted Haven about the repairs and the valuation, but didn't receive a response, so he made a formal complaint.

Haven said:

"Following your report, I note that you did not contact us to confirm if you wished to claim on your Comprehensive policy, however an estimate was received by a non-network repairer on [date].

As we did not hold any instructions, the post was completed on the basis your vehicle would be deemed beyond economical repair. As such our salvage agents, [name] were instructed, and the claim allocated to our Total Loss Team.

Our Total Loss Team sent your valuation offer on [date], you have responded to advise you had appointed a repairer to conclude repairs on your vehicle and that you felt that we had undervalued your vehicle.

It is clear from my review that the Total Loss Team have focused on the dispute regarding the valuation, and the lack of communication has then led to your complaint.

Based on my review of this aspect of your complaint, I do agree that the communication has fallen below what is expected at Haven Claims. It was quite clear an estimate had been provided and, in my opinion, a simple telephone call to you to confirm if this was from your chosen repairer, to check if you wished to claim and explain the process should have been done.

I do sincerely apologise for any distress or inconvenience caused and would like to offer a £100 compensation for the poor communication. Please can you look to send your bank details to [email] in the next 7 days.

You have advised that you have had the repairs completed to your vehicle, we have requested the full repair invoice, images of your vehicle pre and post repair for us to review, to which we have not yet received. Once we do have these, I will refer to our Engineering

Team and if they are happy with the costs we will look to reimburse you less your policy excess."

I understand that Haven has now paid the garage for the repairs, less Mr M's policy excess.

Mr M wasn't happy with what Haven said and he complained to this service. Our investigator didn't uphold his complaint. She said there was some confusion regarding whether or not Mr M was making a claim, as in the first notification of loss call he hadn't said this was what he wanted to do. She said Haven has acknowledged it should have contacted Mr M after it received the estimate of repair costs to discuss his options and confirm whether or not he wished to make a claim. The investigator said that Mr M had experienced some level of distress and inconvenience trying to resolve the matter with Haven, but she was satisfied that the £100 compensation was a fair and reasonable resolution to his complaint.

The investigator said that as Mr M had arranged for the repairs to his car to be carried out, the dispute regarding its valuation was redundant.

The investigator also said that Mr M was charged his full excess in accordance with his policy terms and conditions, which were clear that the excess was payable on all claims and not affected by whether or not there was a delay in progressing a claim.

Mr M wasn't happy with what the investigator said, so his complaint has been passed to me. Mr M wants more compensation as he says he was without a car for a long time and is unhappy that he had to pay the excess.

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.

I don't uphold Mr M's complaint. I'll explain why.

Mr M is unhappy with the length of time he was without a car. However as he arranged for the repairs himself I don't think Haven can be held responsible for how long they took.

Mr M is also unhappy that he had to pay the excess on the claim. However this is a standard part of most insurance policies and isn't related to how long a claim takes to resolve.

Mr M's insurance policy documents with Haven stated:

"Your excess...

If Your Car is lost, stolen or damaged You are responsible for paying the Excess(es) shown in the Schedule no matter how the loss or damage happened."

Excess was defined as:

"The amount or amounts shown in the Schedule which You have to pay towards any claim, including but not limited to a Young or Inexperienced Driver Excess, Specified Driver Excess, Late Reporting Excess or Windscreen Excess".

I can see that the excess that Mr M was asked to pay was in line with excess on the policy schedule so I can't say that this was unfair or unreasonable.

I can see that there were some issues with how Haven initially dealt with Mr M's claim and a lack of clarity about what he wanted to do to progress it. However Haven has offered Mr M

£100 compensation in recognition of this and I think this is fair and reasonable and in line with what this service would suggest.

My final decision

For the reasons given above I don't uphold Mr M's complaint. So I won't be asking Haven Insurance Company Limited to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 February 2025.

Sarah Baalham
Ombudsman