

## **The complaint**

Mr A complains about the additional premium he was charged on his motor insurance policy by Haven Insurance Company Limited in relation to a previous non-fault incident.

## **What happened**

The following is intended only as a brief summary of events. In late 2024, Mr A took out a motor insurance policy underwritten by Haven. The premium that was set for the policy at that time was just under £75.

Just over two weeks after the policy started, Mr A was sent a letter telling him that a claim from 2022 was being added onto the policy to match the information Haven had received from Mr A's previous insurer. This meant that Haven were increasing the price of the policy by just under £200.

Mr A complained about this, saying that not claim was made in 2022. And that the event in question was a non-fault incident that did not lead to a claim. Haven, via a third party, responded saying that details of all incidents needed to be provided and that these incidents built up a risk profile. And that as Mr A had not told Haven about this 2022 incident when the policy was taken out, the increase price reflected what Haven now considered to be the risk posed by providing the policy.

Mr A brought his complaint about this to the Ombudsman Service. Initially, our Investigator thought the complaint should be upheld. The letter sent to Mr A had referred to the event being a "claim", and the available evidence confirmed that it wasn't a claim. However, Haven then provided additional evidence to confirm that the event had been recorded on its system as an accident where no claim had been made, i.e. an incident only. This led our Investigator to change his mind on the outcome. He thought that, as Haven's internal policy confirmed it added a rating for non-fault incidents, and this is what Haven had done, it had acted fairly and reasonably.

Mr A remained unhappy. He said that he was not asked about incidents when he took the policy out. As our Investigator was unable to resolve the complaint, it has been passed to me for 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.

Having done so, I am not upholding this complaint. I'll explain why.

The first thing to consider is what Mr A was asked when he took out the policy. I agree that it would not be fair or reasonable for Haven to have increased his premium in this way if he had given an accurate answer to the question he was asked.

However, Mr A was asked a question that ought reasonably to have led him to disclose the incident. He took out the policy by going through a price comparison website. And the question asked on that website was:

“Have you had any motor accidents, claims or losses in the past 5 years, no matter who was at fault or if a claim was made?”

The question was asked in 2024, and the incident took place in 2022 – so this was within five years. The question makes it clear that it does not matter who was at fault or whether a claim was made. So, the only remaining requirement is that there was an accident (or claim or loss).

Mr A has provided the following description of the incident:

“...my vehicle was hit from behind...”

I consider that a reasonable person, asked the above question, would consider that these circumstances were a motor accident. Mr A was prudent enough to have declared the incident at the time. And I do not agree that he didn't need to declare it when taking out the policy with Haven, having been asked the above question.

The next issue I need to consider is whether, having been made aware of this incident, Haven acted appropriately.

The information Haven received from Mr A's previous insurer said that there had been an “Incident – no claim made” and that this was “Non Fault”. Haven recorded this on its system as an accident with no claim made. I have already confirmed that it would be reasonable to consider the incident as an accident. So, the details Haven entered were correct.

I should just clarify here that our Investigator did refer to Haven having recorded this as “settled”, but this record relates to another accident from 2024. The 2022 incident was not recorded as settled, it was recorded as “no claim made”.

Haven has also provided information to show that it rates policies based on non-fault “no claim made” incidents. I am unable to share Haven's internal rating information with Mr A. But I am satisfied that it has rated the incident from 2022 in accordance with its approach.

I do think Haven could have been clearer when communicating with Mr A when it told him it was increasing the premium. The letter Mr A received said the “claim” from 2022 was being added, and there was no claim at this point. So, this may have caused Mr A confusion. However, I do not consider – in the circumstances of this particular complaint – that this had a material impact. I think Mr A would still have been unhappy with the situation had Haven made it clearer that what was being added was a “no claim made non-fault incident”.

As I say, I appreciate Mr A is unhappy with the situation. But insurers, including Haven, are entitled to make commercial decisions over what they consider when assessing the risks posed by the cover they provide. Haven has made a commercial decision to rate based on, in part, non-fault, no claim made, incidents. And it has applied its rating to Mr A in line with this. So, I am unable to conclude that it has acted inappropriately, and it follows that I am unable to direct Haven to do anything more in the circumstances of this complaint.

### **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 A to accept or reject my decision before 18 April 2025.

Sam Thomas  
**Ombudsman**