

The complaint

Mr B complains about the quality of repairs that were carried out on his vehicle after he made a claim under his taxi insurance policy with Haven Insurance Company Limited.

Haven is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Haven has accepted it is accountable for the actions of the agents, in my decision, any reference to Haven includes the actions of the agents.

What happened

Haven arranged for repairs to be carried out on Mr B's taxi after it was damaged in an accident. Mr B says he raised concerns about the wheel alignment of the vehicle when it was returned to him. He says he was told to wait a couple of weeks or months and if he noticed one of his back tyres started to wear out drastically, he should contact the repairing garage.

About six weeks later, Mr B got in touch with the garage who had carried out the repairs. He said one of his tyres was graining a lot on one side. The garage referred Mr B to Haven who said it would investigate. As the matter wasn't resolved Mr B raised a complaint against Haven.

Haven said it didn't believe the issues Mr B was experiencing with his vehicle were related to the incident he'd claimed for, or the resulting repairs completed by its approved repairer.

Mr B remained unhappy and referred his complaint to the Financial Ombudsman Service.

Our investigator didn't think Mr B's complaint should be upheld. She didn't think the damage to the tyre on Mr B's vehicle had been caused by Haven's approved repairers.

Mr B disagreed with our investigator's outcome. He provided a report from another garage to show that all four wheels were not aligned. He said it wasn't possible for this to happen if the repairs had been carried out well. So, the complaint has 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.

Having done so, I've decided not to uphold Mr B's complaint. I'll explain why.

I've considered everything Mr B has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr B I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Mr B says his vehicle keeps misaligning because the repairs carried out by Haven's approved repairers were inadequate. He says he questioned the alignment of the car the day it was delivered to him. He was told to contact the garage if he noticed the back tyres starting to wear out drastically in an unusual way.

I can see that an MOT was carried out on Mr B's car the day after it was returned to him. The vehicle passed the MOT but there was an advisory which said: "*offside Rear Tyre has a cut but not deep enough to reach the ply or cords.*"

Mr B has provided screenshots to show that he arranged for a new tyre to be fitted the day after the MOT and another new tyre was fitted around six weeks later. He's also provided a wheel alignment report which is dated around ten weeks after he received the car back from Haven's approved repairer. This indicates that there was an issue with the wheel alignment at that time.

Mr B says he had the alignment corrected but the car has misaligned again. He feels Haven's approved repairer should carry out further investigations to find out why the vehicle keeps misaligning.

I appreciate Mr B had concerns about the alignment of the vehicle when it was returned to him in September 2024. However, Haven has provided an alignment report from the day before the car return which shows the wheel alignment was within tolerances. So, I'm not persuaded the vehicle was misaligned when the car was returned to Mr B.

I don't doubt what Mr B has said about it becoming apparent there was an issue with the alignment around six weeks later, when he noticed graining on his new tyre. However, Haven has commented that wheel misalignment can occur due to various factors including impacts from potholes or curbs, worn suspension components, or simply driving on uneven roads. It says impacts can bend or shift suspension parts, while worn parts like ball joints or tie rods can gradually change the wheel's angle.

While I appreciate Mr B strongly believes that the recurring misalignment issue was due to the repairs carried out on his car being inadequate, I haven't seen any evidence to support this. The misalignment could have been caused by several factors which weren't related to the accident or the repairs that were carried out by Haven's approved repairer. So, I'm not persuaded there is sufficient evidence for me to conclude that Haven is at fault.

Mr B says he has been stripped of his rights under the Consumer Rights Act 2015. However, the Consumer Rights Act 2015 only covers contracts entered into by a consumer. A consumer is defined as "*an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.*" Mr B's contract with Haven provides cover for his taxi which he would use mainly for business purposes. So, I'm not persuaded that the Consumer Rights Act is relevant here.

I know my answer will be disappointing for Mr B. But I don't require Haven to do anything further in relation to this complaint.

My final decision

For the reasons I've explained, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 July 2025.

Anne Muscroft
Ombudsman