

## **The complaint**

Mr P complains about the amount Haven Insurance Company Limited charged him for his commercial vehicle insurance policies.

## **What happened**

Mr P held a commercial vehicle insurance policy with Haven for a number of years. At renewal in 2024, Mr P was shocked to see how much the policy premium had increased by.

Mr P said she checked his claim record and found what he has said were errors. He said there was a complaint and this Service's case fee recorded as a claim in 2022. He didn't think this was fair and was concerned it was unfairly affecting his renewal premium, and that of the years before it. Mr P said he also found another claim incorrectly recorded against the named driver on the policy. He said that claim should have been recorded against him, and that it should have been recorded as "non-fault" as opposed to the "fault" record he'd found.

Mr P complained to Haven about this, and he pointed out he'd never actually received the compensation from his previous complaint.

Haven agreed the claim Mr P was referring to should have been recorded as a non-fault claim against him, not a fault claim against the named driver. It said it re-rated Mr P's policies with it, and a refund was due for the 24/25 year. It said it re-rated previous years (22/23 and 23/24) but that no refund of premium was generated. Haven said it didn't know Mr P had accepted the previous compensation it had offered. But since being made aware, it paid the £100 to him.

Mr P remained unhappy and brought his complaint to the Financial Ombudsman Service. He also complained he wasn't given call backs when requested and that he's spent a lot of time trying to resolve the issue.

Our Investigator recommended it be upheld. She said she was satisfied that Haven had amended the claim records to be accurate and that what it had done in respect of re-rating the policies was fair. She said there was no record of a complaint being recorded as a claim, and no evidence that had been used as a factor in rating the policy.

Our Investigator though the service from Haven could have been better and that call backs should have happened. She thought Haven should pay £200 to compensate Mr P for the upset that poor service had caused him.

Haven agreed to those findings. Mr P didn't and asked for an Ombudsman's decision. He said the compensation didn't make up for the increased premium.

## **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 come to the same outcome reached by our Investigator. I'm satisfied

the policies are priced correctly. But Haven should pay Mr P £200 for the distress and inconvenience caused by its poor handling of the matter.

Like our Investigator, I've not been provided any evidence that a previous complaint was recorded as a claim, or that it was used by Haven to rate any of Mr P's policies.

Here, it looks like there were initial issues with how claims were recorded. There was a claim against the named driver logged as a fault claim, but this was incorrect and should have been a non-fault claim against Mr P. Haven has acknowledged this and amended the record.

Since doing it, Haven has explained it's re-rated all policies Mr P held with it that could have been affected by that error.

For the year 2022/23, Haven has explained that Mr P's policy was already capped at the lowest price. So it couldn't have been offered to him any cheaper. It's said for this reason, the incorrectly recorded claim did not affect the premium. I'm satisfied that's reasonable.

For the next year, 2023/24, Haven has explained that the claim did affect the rating of the policy – but not the final premium. It's said because on this policy, Mr P, not the named driver was the highest rated driver. So, changing the fault claim against the named driver to a non-fault claim against Mr P did lower the risk for the named driver. But it increased the risk for Mr P, because even though it was a non-fault claim, it was an additional claim. But, Haven has explained, this generated no change in the overall cost of cover, no additional premium nor any reduction that would generate a refund. Again, I'm satisfied that's reasonable.

For the most recent year, since the complaint was made, 2024/25, Haven has said the re-rating of the claim did affect Mr P's premium. It said changing the claim meant that a refund of £392.13 was due.

Ultimately then, for the policy years in question, I'm satisfied that Haven has shown that they are now rated on the correct claims record. I'm not able to share the information it's sent me, because it's commercially sensitive data, but I'm satisfied what it's said, and done, in respect of re-rating those policies is correct and fair and reasonable.

This whole issue though shouldn't have happened. And the fact it has caused Mr P both distress and inconvenience. Add in that Mr P wasn't called back by a manager and this distress he experienced will have increased.

For that, our Investigator recommended Haven pay Mr P £200. I'm satisfied that's reasonable and in line with our guidance and other awards we've made in similar situations. I appreciate this is less than Mr P's increase in premium, but this is compensation for the distress and inconvenience caused. It's not intended to offset any financial loss. I'm satisfied that the policy, following its re-rate, is priced in line with Haven's criteria, and therefore the same as what someone in the same circumstances would have been charged. So I'm satisfied there's no further financial loss for Haven to compensate Mr P for.

### **My final decision**

For the reasons set out above, my final decision is that I uphold this complaint and require Haven Insurance Company Limited to pay Mr P £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 30 October 2025.

Joe Thornley  
**Ombudsman**