

The complaint

Mr D, a sole trader, complains about the cancellation of his commercial motor insurance policy by Haven Insurance Company Limited.

What happened

Both parties are aware of the circumstances of this complaint. So, the following is intended only as a summary. Additionally, although other parties were involved, and the policy in question has a particular branding, I have just referred to Mr D and Haven for the sake of simplicity.

In April 2024, Mr D took out a commercial motor insurance policy, underwritten by Haven. The policy commenced on 12 May 2024. Mr D spoke to Haven a couple of times, including on 13 May 2024.

On 14 May 2024 though, Haven sent Mr D an email, which said that he was being sent a letter in the post and that:

“This letter will tell you the additional items we need to validate the information you have given to us. It will also tell you how you can send the additional items. Please note, we will need you to provide this information within the next 7 days or your policy may be cancelled.

So, should you not receive our letter within the next 2 days, please contact us and we will arrange to issue a duplicate letter to you.”

Haven also sent two letters to Mr D on 14 May 2024. The content of these were largely the same, other than the deadline given – which I will comment on below. The letters listed a number of documents Haven said it needed to validate the information provided by Mr D when the policy was taken out. And said Mr D should send a photo of these to a particular email address which was provided.

The letters then said that if the requested information was not provided, the policy would be cancelled. One of the letters said this would happen after seven days, the other said it would happen after ten days.

Mr D says he did not receive the letters he was sent.

Mr D did though attempt to email some documents to Haven on 14 May 2024. This was not sent to the email address listed in the letters, and it was not an email address that was monitored. Mr D would have been sent an automated email, confirming that this was the case. The documents Mr D had attempted to send were a bank statement more than 30 days old, his drivers licence, and evidence of his occupation. Mr D did then provide evidence of his no claims bonus, and his driving licence number.

Ultimately though, as Haven did not receive all the documents it had asked for, it cancelled Mr D's policy.

Mr D was unhappy about this, and said that he had not received the letters that had been

sent. He felt Haven should have supported him more, including calling him on the phone. Haven did not change its mind about the cancellation. But did apologise for having sent Mr D letters giving different deadlines and offered him £200 compensation. It said that, whilst this may have caused some confusion though, it didn't change the cancellation as Mr D hadn't provided the requested documents within either of the deadlines provided.

Mr D brought his complaint to the Financial Ombudsman Service. However, our Investigator did not recommend that it should be upheld. He thought Haven had followed the appropriate process, and that Mr D was aware that he needed to provide documents or his policy would be cancelled.

Mr D remained unsatisfied and his complaint was 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've explained why below.

Firstly, I will just say that both parties have made detailed submissions. However, I am not going to comment on each point raised. Instead, I am going to focus on what I consider to be the key issues. This is not intended as a discourtesy, but rather reflects the informal nature of the Financial Ombudsman.

The cancellation of motor insurance can have serious implications. Not only is it a requirement for someone in charge of a vehicle to have appropriate insurance, but the fact there has been a cancellation by an insurer will likely need to be declared when the customer is taking out future policies. So, I have thought carefully about the events to determine this complaint.

The terms of the policy Mr D took out do allow Haven to cancel the policy with seven days' notice. And they do not set out that this can only be done for particular reasons. However, I have thought about why Haven chose to cancel Mr D's policy.

The policy was taken out online. When this happened, Mr D would have provided certain information about his circumstances. This would have formed part of the consideration Haven had on whether to offer the policy, and on what terms. Having agreed to provide the policy though, Haven sought to validate the accuracy of the information it was given. Some of this was done over the phone. But Haven also wanted to see copies of certain documents. Generally speaking, such a process is not unusual or unexpected.

When it asked for the information, Haven said that if it wasn't provided by the deadline, the policy would be cancelled. Haven then didn't receive all of the documents it had requested, so it cancelled the policy. On the face of it, this seems to be appropriate.

Mr D has said that he didn't receive the letters that Haven sent. Having seen screenshots of Haven's system, I am satisfied that these letters were sent. And also that they were correctly addressed. It isn't clear why they were not received, but I cannot say Haven did anything wrong here.

It would not be enough for Haven to rely on just sending a letter though, and – given the gravity of having a motor insurance policy cancelled – I think two forms of communication ought to be used in such situations. However, Haven also sent Mr D an email. Mr D has not disputed that this email was received. The email explained that Mr D needed to provide

information within seven days or the policy would be cancelled. It didn't set out what this information was – I think Haven could have included this and might think about doing so in future. But the email did make it clear that Mr D needed to take action to avoid the policy being cancelled.

Mr D said he didn't take action because he was waiting for a letter, which was then not received. However, the email also said Mr D should contact Haven if he hadn't received a letter within two days. He didn't chase this letter, even though he knew he needed to take action to avoid the policy being cancelled.

Mr D has said that Haven ought to have supported him more with phone calls. I do agree that Haven could have done more. It is clear that there were phone calls prior to the email and letters being sent, and it isn't clear why the information required was not requested over the phone. However, this does not get away from the fact that Mr D was aware that he needed to take action. And this action could not have been completed over the phone – documents cannot be passed across during a phone call.

Mr D has referred to attempting numerous phone calls. But the evidence to support this is limited. There is evidence that Mr D did send some information by email, though this was not to the address he needed to send it to – and Mr D would've received a notification that the email address he used was not monitored. He also does not appear to have sent all of the required documents at that time – or even after the cancellation had occurred.

Haven did send Mr D two letters, each with a different deadline. But I think the impact of this is limited. Firstly, Mr D has said that he didn't receive these letters – so he could not have been affected by their content. Secondly, Mr D didn't provide the required response within either of the deadlines provided. Haven has offered Mr D £200 compensation for this anyway. And I am not persuaded that it would be fair and reasonable to require Haven to do more.

I do appreciate Mr D's frustration at having his policy cancelled. But I am satisfied that Haven acted in line with the terms of the policy and, in all the circumstances of this complaint, fairly and reasonably.

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 D to accept or reject my decision before 1 September 2025.

Sam Thomas
Ombudsman