

The complaint

Mr O complains about the way Haven Insurance Company Limited has handled a claim he made on his taxi insurance policy.

Any reference to Haven includes its appointed representatives.

What happened

Mr O's taxi – which is a hybrid vehicle – was reversed into by another vehicle, causing damage. Mr O made a claim, which Haven accepted.

Mr O's car was repaired and returned to him. However, shortly after Mr O said he had issues with the car; he took it to a garage who produced a list of diagnostic codes, indicating there was something wrong with the car's battery which powers the electric engine (which I'll refer to as the 'hybrid battery'). Mr O then took the car to a manufacturer's garage. It also said there was an issue with the hybrid battery, and that it was in need of replacement. It thought the damage was likely a result of the impact.

Haven didn't think the issue with the battery was likely to have been caused by the collision. It said there was no impact damage which would have caused the problems that were now presenting with the hybrid battery. It said the hybrid battery issue must have been because it was at the end of its life and needed replacing. It didn't agree to carry out the works for Mr O.

Mr O complained about Haven's decision. Haven didn't agree to change its position and so Mr O brought his complaint to the Financial Ombudsman Service for an independent review. He said when he got to the garage to collect his vehicle, it wouldn't start and needed to be jump-started. He said this might have caused the damage to the hybrid battery. He had a further report carried out which said a hybrid battery can be damaged by a car being in a drying oven as part of repairs being completed.

Our Investigator thought Haven had acted unfairly by refusing to replace the hybrid battery. He said it should carry out the works needed to it, in line with its policy terms. He also recommended that Haven provide Mr O with a hire car or pay him for the use of one he sources himself, whilst the necessary repairs were carried out. He also recommended Haven reimburse Mr O for hire charges incurred since February 2025, when the battery issue became apparent. He finally recommended that Haven pay £300 compensation for the unnecessary distress and inconvenience Haven had caused Mr O in unfairly declining the claim.

Mr O accepted the outcome, Haven didn't. It said its senior engineer didn't think a minor offside front collision could have caused an issue with the hybrid battery.

As the matter wasn't resolved, it came to me to decide. In July 2025 I issued a provisional decision on this complaint, I said I didn't intend to uphold it. Provisionally I said:

In order for me to decide Haven is responsible for carrying out repairs to the car's hybrid battery, I'd need to be satisfied either that the damage to the battery is related to the claim (i.e. caused by the collision). Or, that Haven has, whilst in possession of Mr O's vehicle, caused the damage to the battery. So I've considered those in turn.

Was the car's hybrid battery most likely damaged by the collision?

I don't think it most likely was. Haven has provided the report carried out by the garage, the impact to the car was to its offside. Haven said the impact had been light, with only bodywork repaired needed. In total the value of the repairs needed was £2,500, which Haven says supports there was minimal damage caused by the impact.

Its senior engineer was of the opinion that such an impact wouldn't have caused damage to the hybrid battery. Having reviewed the reports and photographs provided, I don't think Haven has been unreasonable in relying on the engineer's opinion that the impact was unlikely to cause the damage now being claimed for.

Mr O has provided a report, from a manufacturer's garage, which says "we suspect the damage to the [vehicle] may have caused consequential damage to the HV [hybrid] battery". However, I don't find these comments persuasive; there is no reasoning as to how this conclusion was reached, and I don't know, for example, if the garage was aware of the extent of the impact and the repair carried out. So having considered both sides I think its most likely the collision didn't cause the damage to the hybrid battery. As such, Haven doesn't need to cover it under the policy.

Was the car's hybrid battery most likely damaged whilst in Haven's possession?

This one is more difficult to decide, as there is disagreement between the parties as to what has happened.

Haven's position is that there were known issues with the hybrid battery from when the car went into the garage. In recent comments to this Service, the repairing garage said "the battery was unstable, the connection was loose, and there were clear and visible signs of corrosion and leakage." It further said it had offered to replace the hybrid battery – at cost price to Mr O, given it wouldn't be covered by Haven – whilst doing the other work. But Mr O declined its offer.

I've put the repairer's comments – which were only received after the complaint was passed to me for a decision – to Mr O. He denies he was ever told there were issues with the hybrid battery by the garage, or that he was offered a repair for it. He says the repairer was unsure as to what the problem was with the car not starting and said the issue might have been with the 12volt battery, which is separate and powers the electrical controls on the car, such as the windows. He says he was advised to check that independently, which he then did.

Where there is disagreement as to what has happened, it's my role to decide what I'm most persuaded by, on the balance of probabilities.

I haven't seen any reports or evidence provided to Haven from the garage that it did offer Mr O a repair of the hybrid battery or inform him there was an issue with it. However, I have to accept that could be because the garage knew Haven wouldn't be responsible for covering that cost, since the damage was unlikely to have been caused by the collision. And not because, as Mr O says, that it didn't happen.

But even if I accept Mr O's version, that the repairer didn't mention an issue with the hybrid battery or a repair. I'd still need to be persuaded that the garage caused damage to the hybrid battery which was supposedly in good working condition prior to it going to the garage to be repaired.

I asked Mr O for any more information he had on this. He provided a report he'd had carried out from a hybrid specialist. I don't know if the specialist ("R") has seen Mr O's car, the report simply says:

"Due to the nature of the chemistry within the vehicle's high-voltage battery, when not removed from the vehicle and placed in a drying oven will damage the battery beyond repair due to loss of capacity caused by extreme temperature. This capacity loss is not reversible and will require replacement."

It doesn't actually say anywhere that it has assessed Mr O's car and has diagnosed this is the most likely cause of the damage to his hybrid battery. Nevertheless, I asked for Haven's comments as to whether the car had been placed in a drying oven. It said it hadn't been, and all parts were painted off the vehicle.

Having weighed up both sides, there isn't enough for me to fairly conclude that the drying of the vehicle has caused the damage to the hybrid battery. Whilst the garage hasn't provided any evidence (other than its comments) about how the drying took place, it's also not clear if R actually assessed Mr O's car. And it hasn't provided any evidence that heat damage is the cause of the battery issue.

Mr O has also said that damage to the hybrid battery might have happened when the car was jump-started. He's provided some comments that support this can happen. Haven's position is that the hybrid battery runs off a different electrical circuit to the hybrid battery. As such its view is that jumpstarting the car wouldn't impact the hybrid battery.

The difficulty for Mr O is, it's really for him to show that the damage was most likely caused by the garage. And I don't think he has. I haven't been provided with any report from him which persuades me of what actually caused damage to the hybrid battery only general suggestions as to what might cause such an issue. Mr O had diagnostics on the vehicle carried out in February 2025 by another repairer (I'll refer to as "H"). This listed several fault codes with the battery and concluded some of those codes "may have been caused by the surge from the jumpstart". But it doesn't say which fault codes might be linked to that or the practical effect of those codes.

As such, given the hybrid battery runs on a different electrical system, there isn't enough to persuade me that H or R's report shows Haven caused an issue with the hybrid battery by jump-starting the vehicle. I've no doubt there is an issue with the hybrid battery, based on the error codes. But that is not enough for me to be persuaded Haven should bear the cost of the works needed.

As such, I don't intend to ask Haven to carry out any repairs to the car's hybrid battery or require it to reimburse Mr O's hire costs for the time he's been without use of the car. I also don't intend to require Haven to pay any compensation to Mr O. I realise Mr O is in a difficult position, having to pay the finance on this vehicle as well as his hire costs. But for the reasons set out above, I think Haven has fairly declined to cover the works needed to the hybrid battery.

Responses to my provisional decision

Haven agreed with the provisional findings, Mr O didn't. He provided information about standards that must be followed when a hybrid vehicle goes in a drying oven, and the damage that can be caused to the hybrid battery if those standards aren't followed. He said all of this supported his claim that the battery had been damaged by improper handling of the drying process arranged by Haven. He said Haven's own records show oven drying of the vehicle took place and our Investigator had confirmed that, but the provisional findings didn't reflect this.

Mr O also provided a follow up report from R which said it stood by its assessment that the damage was consistent with a thermal or residual moisture-induced isolation fault.

Our Investigator provided Mr O's responses to Haven for its comments. It maintained its position that it knew there were issues with the battery when the car entered the garage and had offered Mr O the option of a repair. It said whilst Mr O was now fixated on the oven

drying as the cause of the issue, the car hadn't been in the drying oven. So it said the battery suffered no effect from the heat of the oven.

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.

Mr O says it is a fact that the car was oven dried, because it was confirmed by our Investigator. However, that is not my assessment of the matter. Our Investigator might have said that, but Ombudsmen make their own decisions on complaints, based on their own review of the evidence.

The report from the business does mention "*oven drying time*", which is why I asked Haven whether the vehicle had been oven dried, and what precautions it had taken, if it was. Haven's response was that the repairer had confirmed the parts had been painted, and dried, off the vehicle, and that the vehicle itself didn't go into the drying oven.

So it isn't a fact that the car was oven dried. But I've considered, even if I accept that it *was*, I'd still have to be persuaded that it was that action, of placing the car in the oven, that most likely caused the issue Mr O now has with the vehicle. And having considered all of the available evidence, I'm not.

R's follow on report, provided after the provisional decision, says:

"It is highly likely that the vehicle in question, which had no fault showing when delivered to repairers, yet did have faults on conclusion of the repair, was exposed to conditions in violation of best practices during repair, particularly during the oven drying cycle."

But I'm not persuaded by this report because the author cannot have known the condition of the car before it went into the garage, as they hadn't seen it. It later on says the damage is "*consistent with a thermal or residual moisture-induced isolation fault*". But being "consistent with" those doesn't mean the most likely cause of the fault was an oven drying process that hadn't been carried out correctly.

Mr O also says that a particular fault code on his vehicle is well documented as being caused by moisture ingress and thermal degradation (e.g. oven drying). However, I have to consider Haven's approved repairer's comments that it considered the hybrid battery to have been "corroded". Something that can also, I'm persuaded, happen through moisture ingress. Whilst Mr O says he thinks these comments are self-serving of the repairer in trying to cover up its mistake, I haven't been persuaded of this.

I've reviewed all of Mr O's other points in response to the provisional decision, but none of those alter my findings I made in my provisional decision. Whilst I appreciate Mr O's strength of feeling, and this case hasn't been straightforward to decide, it is my role to decide what evidence I'm most persuaded by. And for the reasons given in my provisional decision, and those set out above, I'm not persuaded Haven's repair most likely caused damage to Mr O's hybrid battery. As such, I don't uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 16 September 2025.

Michelle Henderson
Ombudsman