

The complaint

Mr C complains that Haven Insurance Company Limited (Haven) declined a claim he made on his motor insurance policy.

What happened

In November 2024, Mr C contacted Haven to notify it of a car incident that he was involved in. Mr C said he was driving along a road when the third party pulled out of a side road and hit his vehicle on the passenger side. Mr C initially said he wanted to claim directly against the third party - but he later contacted Haven in February 2025 to make a claim on his policy.

Haven instructed an investigator to look into the incident and do a consistency report and found that the damage between the two vehicles wasn't consistent with the reported circumstances.

Haven decided to decline the claim and said it intended to cancel the policy due to concerns about whether there was a genuine incident due to the vehicle damage reported. Haven thought Mr C had given false testimony 'to derive a more favourable financial settlement than the one he may have otherwise been entitled'.

Mr C didn't think this was fair and complained to Haven. He raised concerns with the investigation Haven had carried out to reach its conclusion and said he wanted a second opinion. Mr C maintained that the incident happened as he had described. But Haven maintained its position, so Mr C referred his complaint to our Service.

Our investigator didn't recommend that we uphold the complaint. He thought it was reasonable for Haven to rely on the investigation report which said the damage between the vehicles wasn't consistent.

Mr C didn't agree with our investigator, so the complaint has been passed to me to decide. Mr C maintained that because the third party had accepted liability for the incident, Haven should deal with the claim.

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'm not upholding Mr C's complaint. I'll explain why.

The policy term Haven relied on to decline Mr C's claim is:

"Fraud

1. If You or anybody insured by this policy makes a claim knowing it to be fraudulent, false or exaggerated, provides false documents or makes false statements in support of a claim, this insurance will be void and all claims will be forfeited.

2. In the event of fraud, We will retain all premiums paid.”

I should first explain that it isn't my role to decide whether a fraudulent act has been committed here. My role is to decide whether Haven has carried out a fair investigation, reviewed all the evidence and come to a reasonable decision in line with the policy terms.

My role is to look at whether it was fair for Haven to think, on balance, that there was evidence that Mr C had submitted a false or exaggerated claim.

Haven thinks Mr C submitted a fraudulent claim because the incident circumstances he reported do not match with the damage reported. Haven said Mr C made a false statement about the incident circumstances in support of his claim. I'm satisfied that's a reasonable decision.

I've reviewed the investigation consistency report and the damage reports for both vehicles. The damage report for Mr C's vehicle says his vehicle suffered moderate to heavy impact damage to its left-hand side. The report said, based on the reported circumstances, Mr C's car should be more heavily damaged than what has been shown in the images provided. The third-party vehicle's report said it only suffered light to moderate impact damage to the front of it.

In their statement the investigator said despite the extent of the damage to the left-hand side of Mr C's vehicle, the left-hand airbags didn't deploy at the time of the incident, and it was reported that there was a passenger occupying that seat at the time. The investigator also said that the damage to the left-hand side of Mr C's vehicle extended beyond the point where the vehicles were stationary as shown in the images of when the incident occurred. And Haven's investigator thought the severity of the impact shown on Mr C's vehicle should show a greater severity of impact on the third-party vehicle.

I have thought carefully about Mr C's view that he believes because the consistency report was carried out via a desktop investigation, it undermines its robustness. He thinks an in-person inspection should be carried out. But I don't find this here. The investigation has been carried out with clear images of the vehicles at the time of the incident and after it. There's also damage reports for both vehicles. I find no reason to question the reliability of the report or the investigation carried out.

I accept it's a possibility the collision happened as Mr C described it. Mr C has provided a letter from the third-party accepting liability for the incident- but what's in question here is if the incident happened as described by both parties. The third party's statement doesn't help answer that point.

Based on what I have seen, Haven acted reasonably by relying on the fraud term above to refuse the claim because it has provided evidence of inconsistent damage to both vehicles involved in the incident. The damage was inconsistent with the circumstances reported and inconsistent between each vehicle. Looking at the evidence I understand why Haven had concerns about the incident circumstances for the reasons above. It follows then that I find it was fair and reasonable and in line with the policy terms for Haven to decline Mr C's claim.

My final decision

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 November 2025.

Colleen Cousins
Ombudsman