

The complaint

Mr K complains Haven Insurance Company Limited (Haven) has declined the claim he made under his motor insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In January 2025 Mr K reported a claim to Haven under his motor insurance policy. He sent Haven photographs it requested and asked about the repairs to his vehicle. Mr K was unhappy he hadn't received a response and so raised a complaint.

On 6 March 2025 Haven issued Mr K with a final response to his complaint. It said it was satisfied Mr K's claim was handled as expected and so didn't uphold it. Mr K referred his complaint to this Service.

Our investigator looked into things. She said she thought Haven could have handled things better, but she didn't think the impact caused to Mr K warranted compensation. Mr K didn't take this complaint any further and it doesn't form part of this decision.

In April 2025 Haven told Mr K it wouldn't be dealing with his claim. It said the independent engineers it had instructed had concluded the damage between Mr K's vehicle and the third-party vehicle wasn't consistent. It said it had concluded Mr K's intention was to obtain a more favourable settlement and so it was relying on the fraud clause in the policy to decline the claim. Mr K raised a complaint about Haven's decision on his claim and the way his claim had been handled.

On 14 May 2025 Haven issued Mr K with a final response to his complaint. It said it was entitled to carry out validation enquiries and there was no set timeframe for these to be completed. It also said it was satisfied the claim decision it had made was reasonable. Mr K referred his complaint to this Service.

Our investigator looked into things. She said she thought it was reasonable for Haven to rely on the engineer report it had done and its decision to decline Mr K's claim was fair. She said she didn't think Haven had handled Mr K's claim promptly and so it should pay him £200 compensation.

Haven accepted our investigator's view, but Mr K rejected it. He said he thought Haven should arrange a report from another independent engineer and that it had said it would be paying him a total loss settlement for his vehicle.

As Mr K didn't agree with our investigator 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.

I want to acknowledge I've summarised Mr K's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr K and Haven I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. Mr K previously raised a complaint which was responded to by Haven in its final response of 6 March 2025. This complaint has already been considered by this Service and so doesn't form part of this decision. This decision focusses on the subsequent complaint that Mr K raised and Haven responded to in its final response of 14 May 2025.

I'm aware Mr K has said he's unhappy Haven didn't provide him with information he requested from it, specifically chat transcripts. However, I've not seen evidence this was something Mr K included in his complaint to Haven which it responded to on 14 May 2025. Therefore, I've not included this as part of this decision. Mr K would need to raise this as a separate complaint with Haven if he hasn't done so already.

The relevant rules and industry guidelines explain Haven shouldn't unreasonably reject a claim.

Haven has said it won't be dealing with Mr K's claim as it doesn't believe the damage between Mr K's vehicle and the third-party vehicle is consistent with the circumstances Mr K has described. It has quoted a term in Mr K's policy which states:

'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.'*

So, I've considered whether this is reasonable in the circumstances.

Haven arranged for an independent engineer to inspect both Mr K's vehicle and the third-party vehicle Mr K said was involved in the accident and to provide a consistency report. Originally, this engineer had taken into consideration the damage to the roof and door handle of Mr K's vehicle. However following this Service's involvement in the complaint, it appears accepted by all parties that this damage was pre-existing and Mr K hadn't attempted to claim for this.

The independent engineer has now completed a secondary consistency report, ignoring the damage to the roof and door handle of Mr K's vehicle, and this is now what Haven has relied upon to decline Mr K's claim.

The engineer report is detailed and includes a number of photographs of each vehicle. The engineer has said in their report:

'55. I have considered the content of the new instruction to me dated 08 July 2025.

56. Having done so, comparing the outputs of our physical inspection of both

vehicles, one against the other, it remains my opinion that “shared” consistency of impact damage is not in evidence between the LH side of the (Insured vehicle) and, the RH side of the (third-party vehicle).’

I think it was reasonable for Haven to rely on the conclusions reached by the independent engineer when reaching its decision on Mr K’s claim. The engineer had the opportunity to inspect both vehicles, has provided a detailed report and has the relevant expertise in the field. And whilst I acknowledge Mr K has provided his own explanation of how the damage occurred, I don’t find this to be more persuasive than the engineer report Haven has provided.

Based on the conclusions reached by the independent engineer, I don’t think it was unreasonable for Haven to conclude Mr K was seeking to receive a more favourable settlement to the one he may have otherwise been entitled to. So, I think it was reasonable for Haven to rely on the policy term it has done to decline Mr K’s claim. I think it was also entitled to cancel Mr K’s policy and retain the policy premium.

Haven appears to now accept it hasn’t handled Mr K’s claim as well as it should have done and has agreed to pay Mr K £200 compensation. So, I’ve considered whether this is reasonable to acknowledge the impact to Mr K.

Based on the evidence provided I think Haven caused some avoidable delays when validating Mr K’s claim. In addition, I don’t think it set Mr K’s expectations about his claim, nor proactively updated him on its progress. I can see this has meant Mr K has spent unnecessary time contacting Haven for updates which would have been frustrating for him.

Having taken into consideration the length of the delays, and the fact Mr K’s claim was ultimately fairly declined, I think the £200 compensation suggested by our investigator is reasonable in the circumstances.

I acknowledge Mr K has said he was offered a total loss settlement by Haven which wasn’t forthcoming. I haven’t seen evidence Mr K was offered a settlement by Haven, but in any event, I don’t think Haven are bound by this. And I think the £200 compensation appropriately takes into consideration any loss of expectation Mr K was caused by Haven, even if he was incorrectly offered a total loss settlement.

My final decision

For the reasons I’ve outlined above I uphold Mr K’s complaint about Haven Insurance Company Limited. I require it to pay Mr K £200 compensation.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr K to accept or reject my decision before 13 October 2025.

Andrew Clarke
Ombudsman