

The complaint

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

What happened

Mr M was involved in an accident with a third party (TP) whilst driving in May 2024. His insurance with Haven was for third party cover only. Initially, based on Mr M's testimony, Haven considered the TP was likely at fault for the accident, as such it said it could offer assistance by referring Mr M to an accident management company (AMC). The AMC then provided a hire car and was to arrange recovery and repair of Mr M's vehicle and claim it back from the TP's insurer.

However, in June 2024, the TP insurer said the TP was disputing liability for the accident and holding Mr M at fault. Because Mr M didn't have comprehensive car insurance covering his losses, the claim couldn't be transferred from the AMC, back to Haven. But the AMC said it would only act if the TP admitted liability, so matters stalled.

In September 2024 Mr M complained to Haven, he said his vehicle still hadn't been repaired, he also said the hire vehicle he had was returned in August 2024 and as such, he didn't have a vehicle for work.

Haven responded to the complaint with a final response letter (FRL). It didn't accept it had delayed telling Mr M that liability was disputed. It also said that, given Mr M's level of cover, it would no longer offer any non-fault services (such as the AMC) without an admission from the TP's insurers.

Unsatisfied with Haven's response, Mr M referred his complaint to the Financial Ombudsman Service for an independent review.

Our Investigator didn't think Haven had done anything wrong in how it had handled matters. He said given Mr M's policy only covered him for third party claims; it couldn't issue any legal proceedings on the TP on his behalf. However, he said if Haven wasn't getting any response from the TP, it should close the claim. He said Mr M would have to pay for vehicle repairs himself and pursue the TP for his costs himself if he wished to recover them.

Mr M asked for an Ombudsman to consider matters. And at the same time, having made enquiries about taking his car back, Mr M complained further. He said parts of the vehicle had been removed and disposed of and it should be returned to him in the condition it was in after the accident.

In February 2025 the AMC issued an FRL. It accepted it was responsible for the current condition of the vehicle and said it would either pay Mr M the pre-accident value of the vehicle (£6,260) or allow him to retain the salvage along with a payment of £4,382. It also said it would pay £200 compensation to Mr M.

Mr M said he'd been compelled to accept the settlement offer of £6,260 given the delay in the claim, but he said a fair market value for his vehicle would've been £8,500. He also said he had loss of earnings to claim, from between May 2024 and February 2025, which was the period his vehicle was unavailable.

As the matter hasn't been resolved, it came to me to decide. I set out to both parties that I'll issue findings on both complaints made by Mr M. Having done so, I was minded to decide that part of Mr M's complaint wasn't within our jurisdiction to consider. That has been dealt with in a separate decision. For the parts that I thought were within this Service's jurisdiction to consider provisionally I said:

"There are certain aspects of Mr M's complaint I can look into. I can look at how Haven made the referral to the AMC, and whether it made clear to him that the AMC would only assist if the TP accepted liability. I can also consider – if I intend to find Haven didn't make clear what the referral meant – whether I think Mr M would've acted differently had Haven explained things properly.

I asked Haven for copies of calls or emails between Haven and Mr M about the referral to the AMC. It didn't provide either of those. All I have is its claim notes which say – when the claim was made – "TP plus offered. Script Read. Instructions for hire and repair." It's possible that this 'script' Haven refers to set out matters clearly to Mr M, however, without seeing the script or listening to the call, I'm not currently persuaded Haven did make clear to Mr M what the referral process meant. It seems clear to me from further communication with Haven that Mr M wasn't aware of the process; he seemed to be under the impression Haven were repairing his vehicle, even when liability was clearly in dispute.

However, I have to consider what I think Mr M would've done differently, had Haven been clearer with him. Mr M was adamant he wasn't at fault for the accident, so I don't think, had Haven explained the AMC would be unable to help if liability was disputed, that he'd have necessarily acted differently. I think he'd have still accepted the AMC referral, on the basis of his conviction he was not at fault, and as such he'd have been confident his costs could be pursued from the TP.

I also consider that, had Mr M not accepted the AMC referral, then he'd have had to pay for repairs to the vehicle himself, which he said he couldn't afford. And Haven itself was never going to cover the cost of repairs to Mr M's vehicle, because his Haven policy doesn't cover him for that, even in the event of a non-fault claim.

Given the above, I don't think Haven's poor explanation of matters would most likely have resulted in Mr M doing anything differently, and he'd have still ended up in dispute with the AMC about the state of his vehicle. I'm also satisfied that Haven informed Mr M, in reasonable time, that liability had been disputed by the TP and explained what that meant.

As such, I don't find Haven is responsible for any lost earnings suffered by Mr M from not having his car. It seems by the time liability had been disputed, the AMC had already taken action to strip the car. There isn't anything Haven, as Mr M's insurer, could reasonably be expected to do about that.

Haven's obligations in relation to the claim, are to defend (or settle) any third-party claims made against Mr M. I'm satisfied it has sought to defend his claim. Mr M has recently said that having contacted the third-party insurer, it told him that Haven had never provided it any information relating to the accident. I'm satisfied that isn't the case, Haven has told the third-party insurer that it doesn't accept Mr M as being at fault for the accident, it's explained to the third-party Mr M's position in relation to how the accident happened. So, it has met its obligations under the policy.

Whilst I'm not doubting what Mr M has said in relation to the third-party insurer, it's important to set out that I can't look at the actions of the third-party insurer, as this Service has no power to do so. Our Investigator recommended that Haven close the claim, but I don't intend to direct it to do so. At the point Haven issued its FRL on matters, it was reasonable that the claim remained open. That being said, I wouldn't expect Haven to keep a claim open indefinitely, if it was receiving no contact from the third-party insurer. But any complaint Mr M has about that (if indeed the claim is still open now) would need to be raised to Haven in the first instance.

Its clear from reading the claim notes that Mr M has been confused as to how the claim process works, and why his vehicle isn't being repaired. However, I'm satisfied that whenever he asked Haven for information, it has given a reasonable response, explaining several times why it can't assist him with repairs on his vehicle.

As such, I intend to decide that there are parts of this complaint that I can't look into, as I don't have the power to do so. And for the issues raised I can look into, I'm satisfied Haven has acted reasonably. As such, I don't intend to direct Haven to do anything to resolve the complaint."

Neither party provided any response to my provisional findings.

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.

As neither party provided any response to my provisional findings, having reviewed matters again I see no reason to depart from what I set out. As such my provisional findings are now that of this, my final decision.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 October 2025.

Michelle Henderson
Ombudsman