

The complaint

Mr A complains about the way Haven Insurance Company Limited (“Haven”) dealt with a claim he made for damage to his home following a storm.

What happened

Mr A has home insurance with Haven.

In December 2024 Mr A’s roof and carport suffered damage following a storm and so he reported the matter to his insurer on 8 December 2024.

Mr A says he incurred fees in arranging an independent technical assessment of his roof due to Haven’s lack of progress with his claim. Mr A also obtained a quote for the repair work for £5,520 including VAT. Mr A’s quote is around £1,400 more than Haven’s estimate for the work.

Mr A wasn’t happy with the way Haven dealt with his claim, so he complained. Mr A wants Haven to settle his roof claim at £5,520, to apologise for the delays and handling of the claim, and to compensate him for distress and inconvenience.

Haven said once Mr A’s claim was validated it provided a settlement offer for the damage but Mr A didn’t accept it. Haven then arranged for the roof to be repaired. Mr A wasn’t happy with the contractor instructed to carry out the repairs since they weren’t registered with the relevant trade association, who I’ll refer to as NC. Haven said it isn’t obligated to ensure its contractor is registered with NC and it is satisfied that the repairs could be carried out with a high level of competency. Haven said its settlement offer was in line with the terms of the policy and the scoping tool it uses is standard within the insurance industry. Haven accepted there were delays in registering and dealing with the carport claim and offered Mr A £200 to apologise for the distress and inconvenience caused.

Mr A didn’t agree with Haven’s response. He quoted a number of regulatory principles Haven must abide by and referred his complaint to this Service. Our Investigator considered the evidence and concluded that Haven’s settlement offer was fair; she said Haven had to provide a lasting and effective repair so she didn’t think it was necessary for Haven to have contractors registered with NC, but she agreed there were significant delays in dealing with the claim for the carport. The Investigator recommended Haven pay Mr A £350 for the distress and inconvenience caused. Haven agreed. Mr A didn’t. Because Mr A didn’t agree the complaint has come 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’ve summarised the events briefly and in my own words, focusing on the key timeline and main issues. All evidence from both parties has been considered, even if not mentioned. This approach reflects our role as a quick, informal alternative to the courts, with no discourtesy intended.

Having considered the evidence carefully, I intend to uphold the complaint in part. But I know Mr A will be disappointed with my decision since I don't require Haven to meet all of his suggestions to resolve this complaint.

Mr A has quoted a number of regulations and rules that govern how insurers should deal with claims. When considering Mr A's complaint I have looked at the relevant law, rules, and industry guidelines.

Repairs

Haven appointed its contractor to validate the claim and scope the work. The policy says, *"we can assess your claim based on our approved supplier's or loss adjuster's view, even in situations where you have appointed a professional representative"*.

Haven offered to carry out the necessary repairs to Mr A's roof. Mr A declined this as he had concerns about whether Haven's contractor was competent to deliver repairs in line with industry standards. Mr A believes NC should be the benchmark for the standard of repair. But there is no evidence to suggest that Haven's contractor isn't able to carry out the repairs to a high standard. Haven is obliged to carry out an effective and lasting repair. If it doesn't do that then Mr A has cause to complain directly. But as things currently stand no repairs have been carried out at all.

There is nothing in the terms of the policy that says any contractor appointed to carry out roof repairs will be registered with NC. And Mr A agreed to the terms when he took out the insurance policy. So I don't think it would be fair or reasonable for me now to say Haven acted unreasonably in not appointing an NC-registered contractor.

Cash settlement

The policy is clear on how claims are settled. In the terms and conditions, it says the following;

"At our option we will either repair or replace the damaged part of your buildings or settle the claim by monetary payment".

The terms go on to say, *"we use our approved suppliers to settle claims. Where, at your request, we agree to sub-contract any of our repair services to a subcontractor of your choice, or where, at our discretion, we agree to settle your claim by making a monetary payment, any payment will take into account any discounts we would have received using our approved suppliers"*.

I'm satisfied that Haven has offered to carry out an effective and lasting repair which means it can settle the claim fairly, without Mr A losing out. Since Mr A wants to use his own contractor, or at least an NC-registered contractor, Haven should pay cash to settle the claim. But Haven only needs to pay Mr A the cost to the insurer.

Taking all of this into account I'm not persuaded there are any grounds for me to fairly and reasonably require Haven to increase its settlement offer made to Mr A.

Distress and inconvenience

A claim of this nature, involving works to the roof of the house, was bound to be both disruptive and stressful for Mr A. Ultimately, the storm caused the damage that led to this

claim. However, I must determine the additional impact caused by Haven, beyond what could reasonably be expected from its handling of the case.

I can see from the information provided that Mr A spent significant time and energy in trying to engage with Haven to get his home back into the condition it was in prior to the storm. And I don't underestimate the stress this has caused him.

Haven accepts there was a delay in registering and dealing with the claim for the carport. It offered Mr A £200 to apologise for this. Our Investigator didn't think that went far enough to recognise the impact or length of the delays – and I agree. To reflect the distress and inconvenience to Mr A I think compensation in the amount of £350 is fair and reasonable and in line with the awards we make.

I appreciate Mr A will be disappointed with my decision. I can see it's been stressful for him and I'm sure he thought the claim was going to be resolved with minimal fuss. But I can only consider whether Haven acted unfairly in settlement of the claim, and I don't think it has here.

My final decision

For the reasons explained I'm upholding the complaint and direct Haven Insurance Company Limited to pay Mr A £350 to resolve the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 January 2026.

Kiran Clair
Ombudsman