

The complaint

Mr A complains about the delays he experienced when Haven Insurance Company Limited (“Haven”) handled his claim for a damaged carport.

When I refer to what Haven said or did, it should be taken to include anything said or done by agents acting on its behalf.

What happened

The background to this complaint is well-known to both Mr A and Haven, so I have summarised what I think are the key events.

In December 2024, Mr A’s home suffered storm damage and Haven accepted his claim. This is the second complaint Mr A has brought about his claim.

In our consideration of Mr A’s first complaint, we issued a final decision which addressed matters up to Haven’s final response letter of 10 June 2025. We concluded that compensation of £350 was warranted for the delays up to that date.

Mr A brought this second complaint after receiving Haven’s 28 August 2025 final response letter regarding the delays in providing and acting upon its surveyor’s report about the cause of damage to his carport. Mr A complains about the delay providing him with the surveyor’s report; the inconsistencies between what was said to him at the time and what was documented in the report, and the ineffective exchange of information between Haven and its agents.

In its final response, Haven said that the surveyor attended Mr A’s home on 16 June 2025 and it received the report on 30 June. When Mr A asked for a copy of the report, Haven said it would first need to review it. Haven issued a copy of the report to Mr A on 7 July. After looking into Mr A’s complaint, Haven apologised for any inconvenience caused but it didn’t think that the delay between receipt and supply of the report was unreasonable.

Mr A didn’t agree and brought his complaint to us.

Our investigator didn’t uphold Mr A’s complaint because she didn’t think that Haven’s provision of the report had caused a significant delay in progressing the claim. While Mr A complained about the inconsistencies between spoken statements and the report, our investigator said there was no evidence of what was said. Therefore, she didn’t think there was anything for Haven to put right.

Mr A said the investigator’s outcome didn’t reflect the whole of the circumstances and he asked for further consideration. He provided a chronology of events and additional information about more recent events. He said:

My position remains that the insurer’s handling of the carport claim was neither fair nor reasonable when considered in all the circumstances — particularly the mis-

classification and cumulative delay between January and July 2025, the withholding of the [survey] report, and the inconsistent communication of key dates.

Because Mr A didn't agree with our investigator, the complaint was 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.

Having done so, I've decided to uphold Mr A's complaint for broadly the same reasons as our investigator. However, I am not requiring Haven to do any more than it has already agreed.

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. The regulator's principles say, too, that firms must act in the best interests of their customers and treat them fairly.

To begin with, I must explain that my consideration of Mr A's complaint is limited to matters which happened after 10 June 2025 and up to 28 August 2025. That's because our rules do not permit me to consider anything which has already been considered and decided, or which Haven has not yet had a chance to consider.

Cumulative delay

Leading directly on from this, I think it's appropriate to address Mr A's comment that his complaint has not been considered in the round. I understand the point he's making, and I've had regard for the regulator's rules about treating customers fairly. However, what Mr A is asking for is reconsideration of a complaint which has already been decided. The final decision concluded that it was appropriate for Haven to pay compensation to reflect delays handling the carport element of his claim. Whether or not he accepted that decision, in line with our rules I can't consider those same delays here.

Delay

I've looked at the chronology of events supplied by Mr A and that supplied by Haven. The sequence of events is broadly the same, but there's some confusion about the dates on which things happened. I've relied on the documented evidence, which includes the email trails of Mr A's conversations and Haven's claim notes. I see that Haven's survey took place on 16 June but, although the report was prepared, Haven did not receive it from the surveyor until the end of June. By this time Mr A had chased the outcome directly with Haven. The evidence indicates that Haven sent a copy to Mr A on either 7 July or 14 July. Both dates are recorded. Mr A instructed an independent survey, which took place on 18 June. The independent report, issued on 15 July, references having received a partial report from Haven on 7 July and a full report on 14 July. Mr A referred to the report as being "withheld" until 7 July. So, for the purpose of my decision, I will accept that Mr A received the full report on or around 7 July.

I note that Mr A has focussed on the published turnaround time for the surveyor's report being 24 hours. While that may be the case, it doesn't mean he would've received a copy within 24 hours. I think it would've been reasonable for Haven to review the report before sending a copy to Mr A. From the date of the report to Haven sending a copy to Mr A, 20 days had passed. Haven had the report for seven days before sending it to Mr A. I realise

that Mr A was keen to progress his claim, but I don't find that Haven took an unreasonable amount of time to review and provide a copy of the report.

Haven confirmed that the claim had been accepted under the policy's storm cover on 14 August. Mr A provided a copy of his report four weeks earlier, but Haven said it didn't receive it until 12 August because an incorrect email address was used. I have no reason to doubt that.

However, instead of looking at the gaps between the individual steps of the process, I've considered the overall timeframe from 16 June when the survey was carried out, to 14 August when the claim was accepted. During those two months, Mr A had his own survey done, Haven reviewed its surveyor's report, it reviewed the report Mr A's surveyor prepared, accepted the claim, and asked Mr A to obtain quotes. I'm not persuaded that this timeframe is excessive in the circumstances. Therefore, I see no reason to ask Haven to pay compensation for any relatively minor delay.

Claim decline

Mr A said the claim had been declined within Haven's internal system on 30 June but he hadn't been told until 25 July. I note that Haven's survey report suggested repudiating the claim under the policy's subsidence clause. The evidence suggests that Haven received the report on 30 June so, until it had reviewed the details, the decline outcome would likely be preliminary.

I've noted that Mr A said the claim decline created the need for him to commission an independent report. In an email to Haven on 16 June, Mr A told Haven that he had instructed an independent survey. He provided a copy of that report on 15 July. Therefore, I can't agree that anything Haven said about the claim decline on 25 July caused Mr A to incur report costs.

Both his report and Haven's concluded that subsidence was unlikely to be the cause of the damage and that storm conditions were the most likely cause. That would mean the claim was covered under the policy. Mr A said Haven only reached this conclusion after receiving his report. The evidence doesn't persuade me that this is a wholly accurate reflection of the claim process given that Haven's report also mentioned storm as a possible cause. Nevertheless, Haven has agreed to pay Mr A £360 to cover the cost of his report. I think that's fair and reasonable in the circumstances.

Inconsistent information

Mr A complained that the information he was given during Haven's survey was different to that contained in the report. I've looked at Mr A's summary of the spoken statement and the report outcome. I think it's clear within the report that further conclusions were reached after the site visit. However, I don't find that to be a shortfall or misleading. For example, there was some suggestion that trial holes could assist in determining whether tree roots had contributed to the damage, but Mr A complains Haven didn't progress this. The report states:

We had mentioned to [Mr A] that trial holes could be a possibility, as we could not ascertain when the tree had been removed, as [Mr A] could not remember. However, further research has suggested the tree was removed at some point between 2006 - 2016, which is at least 9 years prior to the damage incident. With the tree being removed so long ago, the trial holes would not provide any useful information about the tree and its effect on the soils.

I understand that Haven's surveyor obtained this information from satellite images after their

visit. Therefore, I consider it more likely than not that any difference between what was said during the visit and what was reported is a reflection of Haven's final investigation outcome. But, even if I'm wrong about this, in the absence of firm evidence I cannot reasonably find that Haven did anything wrong here.

In summary, when considering the period from 10 June to 28 August 2025, the evidence doesn't persuade me that Haven caused significant avoidable delays handling Mr A's claim. And I haven't identified anything to suggest that inconsistencies regarding key dates has materially affected the progress of the claim. I consider Haven's offer to cover the cost of the independent report is a fair outcome in the circumstances.

My final decision

For the reasons given, my final decision is that I uphold Mr A's complaint and I direct Haven Insurance Company Limited to reimburse £360, if it has not already done so, for the cost of the independent survey report.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 May 2026.

Debra Vaughan
Ombudsman