

## **The complaint**

Mr S complains that Haven Insurance Company Limited (Haven) didn't carry out adequate repairs to his car when he made a claim on a motor insurance policy.

The repairs which are the subject of this complaint were carried out by one of Haven's authorised repairers. What that means is that Haven has some liability for that repairer's actions. The authorised repairer acts in those circumstances as Haven's agent. Where I refer to Haven within this decision, this should be taken to include the authorised repairer where applicable.

## **What happened**

Mr S insured a car with Haven. After the car was damaged in a collision, he made a claim. Haven accepted the claim and arranged for repairs to be carried out.

After Mr S received the car back, he told Haven that there was an issue with one of the door locks on the car, which no longer functioned correctly.

Haven said it didn't believe the issue with the lock was something that had occurred during the collision. It also said that it didn't believe any damage had been caused to the locking mechanism or system during the repairs.

When Haven rejected his complaint about this, Mr S referred it to our service. Our investigator considered that the evidence of Mr S suggested the damage was something Haven should be liable for. Haven disagreed and asked for an ombudsman's decision.

## **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.

Haven has a responsibility to handle claims promptly and effectively. That includes it being liable for repairs which fix the damage caused in the incident leading to a claim, and for any damage which occurs while the car is in its custody.

What that means here is that if I'm satisfied that either the damage which is the subject of the complaint was either caused in the collision which led to Mr S making the claim, or occurred while Haven was carrying out repairs, Haven is liable for that damage and should cover the further repair.

The damage itself here is accepted as being a fault with the driver's side door locking system. Mr S describes this as the door intermittently not locking correctly, or remaining locked when the key fob button is pressed.

I accept, and Haven has provided no evidence to refute this, that this issue wasn't present or known about at the time of the incident. I accept that prior to the claim, the lock functioned correctly.

However, Haven observes that while there was a small amount of damage to the same door as part of the original claim, the repairs that were required were limited to external repairs. It says there was no work done on the internal elements of the door, and so there was no contact made during the repairs with the lock mechanism or system. It says there was no reason or opportunity to remove or come into contact with the locking system. After Mr S reported the fault, it carried out an examination but was unable to replicate it and there was no diagnostic code registering. However, it seems to be accepted that this examination didn't look at the internal elements of the door.

Mr S, in support of his position, has provided a report from an independent engineer who examined the internals of the door in question. They concluded that a locking clip was damaged, suggesting it had been pulled manually. There was also damage to connecting pins. I think it's safe to conclude that the damage identified as part of that examination was the cause of the lock malfunction.

On the basis that there's nothing to suggest that the fault wasn't occurring before the claim, then it follows that the damage which was noted as part of this examination wasn't present before the claim. If it had been, then I'd expect the fault to have been occurring prior to the collision. I note Haven hasn't taken this position.

There's also no suggestion of any work having been done to the door before the claim, which could have caused some damage which was exacerbated either during the collision or the original repairs.

That leaves two options – that the socket and connection were damaged in the collision, or that the damage occurred inadvertently during the original repairs. The first would seem to be considered unlikely, as the engineer suggested that the socket had been pulled manually, causing the damage, but I don't think I can rule it out entirely. Ultimately, I don't need to identify which of these causes is more likely than the other. Damage caused in either way is something Haven would be liable for – either as part of the original claim, or because the damage occurred when the car was in its custody.

I note that there's no evidence that Haven's engineer caused the original damage, and by their account there was no interaction with the internal parts of the door including the socket and connection which has been damaged. On balance however, I think the circumstances of what happened here can be summarised as:

- The fault was caused by damage to a socket and connection inside the door.
- That door had been damaged and repaired during the original claim.
- The fault hadn't been present prior to the claim, or original repair.
- It therefore follows the damage wasn't present prior to the claim.
- If the damage wasn't present before the claim, it was either caused by the collision or during the repairs.
- Either way, Haven is liable for the repair of that damage.

For me here, the critical aspect in making that determination is the acceptance that the damage wasn't present prior to the collision. There's no evidence to suggest anything other than this, and so I don't think I can reach any other conclusion. Having done so, it's inevitable that I'd find Haven to be liable for the damage.

### **Putting things right**

As I've concluded that Haven is liable for the damage, it follows that it needs to cover the repair. It can either do so via an approved repairer, or pay Mr S the reasonable costs of him having the repairs carried out on the presentation of an invoice.

If Haven prefers to carry out the repairs via an approved repairer, but Mr S chooses to have an alternative repairer carry out the work, then Haven would only be liable for the cost it would have paid its approved repairer for that work. However, if Haven chooses to pay Mr S the cost of repairs in lieu of using its approved repairer, then it should pay the reasonable costs incurred by Mr S for those repairs.

I also think Haven should pay £350 compensation to Mr S for the distress and inconvenience caused to him. Having an intermittently faulty locking mechanism would cause distress by not being sure if the car was properly secured over a period of time. Mr S has also been caused inconvenience by having to contact Haven and arrange for multiple examinations of the car. It seems to me that at least one of these could have been avoided if Haven had accepted liability for the damage sooner. This distress and inconvenience has lasted for a period of several months, and in those circumstances I think the £350 compensation suggested suitably recognises the impact on Mr S.

### **My final decision**

I uphold Mr S' complaint. In order to put things right, Haven Insurance Company Limited must:

- Cover the reasonable costs of repair to the damaged lock mechanism.
- Pay Mr S £350 compensation. Haven must pay this amount within 28 days of us telling it Mr S accepts this decision. If it doesn't, it must pay simple interest on this amount at a rate of 8% per year from that date to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 March 2026.

Ben Williams  
**Ombudsman**