

## **The complaint**

Mr A complains about Haven Insurance Company Limited's handling of his motor insurance claim.

## **What happened**

In September 2025, Mr A made a claim under his motor insurance policy with Haven after his car was damaged in an accident involving another driver.

Haven told Mr A he would be considered at fault for the accident based on his description of what had happened. Haven told Mr A his claim would need to be referred to its underwriting department because it hadn't been advised of a change in his occupation.

Mr A raised a complaint with Haven. He felt Haven was unfairly delaying his claim. He said he was vulnerable due to having mental health issues and housing stress while supporting his heavily pregnant wife. He had been left without recovery of his vehicle, a courtesy car or reassurance. He felt the focus on his occupation was disproportionate and discriminatory.

Haven responded to Mr A's complaint on 1 October 2025. It said a referral was made to its underwriting department due to a discrepancy in his occupation. Mr A's policy was updated on 30 September 2025 to reflect his change in circumstances. Haven said it didn't have any problems with the time this had taken, and it had tried to contact Mr A that day to progress his claim.

Mr A remained unhappy and asked the Financial Ombudsman Service to consider his concerns.

Our investigator didn't think Mr A's complaint should be upheld. She didn't think Haven was responsible for delaying the progression of Mr A's claim and thought its underwriting referral was reasonable. She thought Haven's decision to treat Mr A's claim as 'at fault' was fair. She understood Mr A felt Haven had treated Mr A in a discriminatory way, but she didn't think it had treated him unfairly or unreasonably.

Mr A disagreed with our investigator's outcome. So, 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.

Having done so, I've decided not to uphold Mr A's complaint. I'll explain why.

I've considered everything Mr A has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr A I've read and considered everything he's sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference

it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn't our role to handle a claim or to deal with matters as they arise.

In this decision, I have considered events complained of from when Mr A made his claim up to Haven's final response letter of 1 October 2025. This is a period of less than a week.

The relevant industry rules require insurers to handle claims promptly and fairly.

#### 'Fault' claim

I understand Mr A is unhappy that Haven decided to deal with Mr A's claim as a 'fault' claim. It's not our service's role to determine who is responsible for an accident. My role is to decide whether Haven has acted fairly and reasonably, in line with the policy's terms and conditions.

According to Haven's notes, Mr A said he collided with a third-party vehicle when he proceeded across a 'Give Way'. The Highway code requires drivers to give way to traffic on the main road if there is a 'Give Way' sign or marking. So, I think it was reasonable for Haven to have concluded that Mr A was at fault for the accident, based on his description of it.

#### Delays

Haven has provided the statement of fact from when Mr A took out his motor insurance policy in February 2025, which included an occupation for him. According to Haven's notes, Mr A said he was no longer working in that occupation when he made his claim. He said he hadn't done so since 2018 and had been unemployed for the past year.

Most insurers consider a policyholder's occupation to be a relevant factor when assessing risk for motor insurance. This could affect the price of the policy or whether the insurer would be willing to offer cover at all. So, I think it was reasonable for Haven to make a referral to its underwriting department to determine how this information might make a difference to the outcome or settlement of Mr A's claim.

The underwriting referral was made on 26 September 2025, which was the day after Mr A made his claim. The response to this was received on 30 September and Mr A was advised of the outcome the same day. I think this was dealt with in a reasonable timeframe. So, I'm not persuaded Haven caused a delay to the progression of Mr A's claim.

#### Discrimination

Mr A has complained of discriminatory and victimising treatment from Haven despite him disclosing his vulnerabilities.

I understand Mr A has been experiencing some physical and mental health issues. He also made Haven aware that his wife was heavily pregnant and was hospitalised around the time of his claim

The Equality Act 2010 says a person must not be treated less favourably because they have a disability. Businesses also have a duty under the Equality Act 2010 to make reasonable adjustments to remove barriers to using their services.

Our service doesn't have the power to decide if the Equality Act 2010 has been breached. Only a court can do that. But I've taken the act into account when deciding whether Haven has acted fairly and reasonably – given that it's relevant law.

While pregnancy is a protected characteristic under the Equality Act 2010, this protection wouldn't extend to Mr A as the pregnant woman's husband. However, I have thought about whether Haven should have done anything differently, given Mr A's circumstances around the time of his claim.

Keeping in mind that I'm only considering a period of less than a week in this decision, I don't think Haven acted unfairly or unreasonably. I've already explained why I think it was necessary for it to carry out the underwriting referral. And I'm satisfied it did this promptly.

I appreciate my answer will be disappointing for Mr A, but I haven't found reason to uphold his complaint.

### **My final decision**

For the reasons I've explained, I don't uphold Mr A's complaint.

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

Anne Muscroft  
**Ombudsman**