

## **The complaint**

Mrs A complains about how Haven Insurance Company Limited have dealt with her claim.

## **What happened**

Mrs A has household buildings and contents insurance with Haven. In May 2024 her car, which was being collected for servicing, rolled off the back of the low-loader it was being towed onto and became imbedded in the front of her house. This caused considerable damage.

Mrs A made a claim under her policy which Haven accepted.

Haven Instructed loss adjustors to manage Mrs A's claim and a structural survey was carried out on 11 June 2024.

This stated that: -

- The ground floor double glazed bay window needs to be removed and the full width of the brickwork forming the lower section of the front bay window needs to be taken down and rebuilt and then rendered and painted to match the existing building.
- Superficial cracks were noted in the front of the entrance hall and across the plasterboard ceiling which need repairing.
- To rectify the significant distortion in the first floor bay window frame the double glazed unit requires complete replacement.
- Temporary propping is required to support the bay window and gable end when the windows are replaced. The roof is supported by external timber brackets on either side but propping is required as a precaution while work is completed.

Mrs A had her own structural survey carried out in May 2024. This provided more detail of the damage and the repair work required. The report stated the following: -

- Externally the impact has caused damage to the front bay, where the brickwork has been dislodged below the central window.
- There's evidence that the impact has moved the structural supports to the bay and cracks are visible to the bay at the first floor level.
- The windowsill has been dislodged and a glazing panel is broken. The frame of the window appears to have a slight buckle.
- Where the porch joins the main building there's evidence of impact related cracking.
- The brickwork to the central section of the bay has moved >100mm into the property, which has knocked the radiator off the wall causing damage to pipework beneath the floor finish.
- There are minor fractures to the internal wall between the front room.
- The front room ceiling has evidence of shock in places where the plaster has hairline cracks and popped fixing points adjacent to the spine wall junction.
- To the first floor hairline cracks are apparent to the bay and surrounding walls including the party wall.
- The bay window shows signs of movement.

The report stated that the following action was required: - As the ground floor section of the front bay had suffered major structural damage it was recommended that this be taken down and rebuilt. That investigations of movement of the first floor bay be carried out once the structure was exposed. That areas of brickwork where there are fractures to the plaster finish, should be hacked off and the brickwork assessed prior to covering over/making good. And hairline cracks to the ceiling remote from the actual impact should be raked out and made good.

Work on Mrs A's property was carried out by contractors instructed by Haven. Mrs A was unhappy with the standard of their work. She was particularly concerned about the structural integrity of her property, as rather than taking down the whole of the ground floor bay, as had been recommended, only the middle section was replaced.

In addition she says that the new ground and first floor windows were badly installed, didn't match and were installed into significantly distorted window frames.

Mrs A has also told us that she was left living in a building site with acrow poles holding up her front room ceiling. There's been no heating in her lounge/dining room or her son's bedroom since the accident and she's not had a working television since early September 2024 as this was broken by the builders. She's also unhappy about delays and lack of contact from the loss adjusters.

Mrs A raised a complaint with Haven in December 2024 which they responded to on 5 March 2025. In this they said that while they understood that it was frustrating if the loss adjuster couldn't reply immediately to her emails or answer her calls, they were satisfied that calls and emails had been responded to in a timely manner.

In respect of Mrs A's concerns about the structural stability of her property and other snagging issues Haven said that were arranging for a structural engineer to visit her property and prepare a report, and they'd be looking to compensate her for the delay when the report was available.

A site meeting took place at Mrs A's property on 18 March 2025 and a report was prepared setting out details of the issues which needed to be addressed. These were as follows: -

- Gaps between window and render drip.
- Parts of the UPVC frames not in alignment vertically.
- Scratches and marks on newly fitted windows caused by operatives.
- Glazing beads opening.
- Different types of screws fitted into frames.
- Drill marks showing up to the inside of the newly fitted frames.
- No internal windowsill fitted to the lounge bay window.
- Sharp edges to small window opener.
- Condensation trapped in newly fitted window panels.
- Both bedroom and lounge windows not in alignment with each other when viewing from outside.
- Window trims not in alignment
- Broken seals to newly fitted windows.
- Internal hallway and other rooms – cosmetic cracks developing on walls presumed to be the effect of impact after contractors decorated walls.
- Rubbish packed on driveway not collected and disposed of by contractors.

The report goes on to state that the contractor was aware of all these issues. But indicated that the original structural opening for the bay window was not aligned correctly, requiring

the installer to align the replacement windows to the existing openings. During the site visit it's stated the several structural inaccuracies were identified relating to the bay opening and the external frames. And that it was not uncommon for buildings of this age to exhibit such discrepancies to the existing structure.

The report then states that the contractor has agreed to return to Mrs A's property and rectify all the issues as part of their final snagging works but had said the original bay windows have always been misaligned and this cannot be corrected. And that the remaining outstanding works including renewing the lounge flooring are to be completed to Mrs A's full satisfaction, including a sparkle clean, removal of the rubbish and leaving the driveway clean.

Following the site inspection and report Haven issued a further final response letter on 21 May 2025. In this they listed the snagging issues detailed in the report and said the contractors had agreed to return and rectify all of the issues, although not the alignment of the bay windows which have always been misaligned and cannot be corrected. They left Mrs A to make arrangements with the loss adjuster.

In respect of her damaged television Haven said they were happy to settle this part of her claim up to a maximum of £1,500, less her standard £100 excess and £250 voluntary excess. They also offered Mrs A £400 for the inconvenience she'd experienced.

The letter also dealt with Mrs A's complaint about the increase in the cost of her policy at renewal saying that the increase was due to changes made to their underwriting rates over the past 12 months. And that the sum offered at renewal was in line with their internal pricing practices with one claim on her policy. So this part of her complaint wasn't upheld.

Mrs A had already referred her complaint to our service and as she wasn't happy with Haven's final response it was considered by an investigator. Mrs A advised him that she didn't accept that the front bays had been distorted prior to the accident. That both surveyors referred to the impact causing significant distortion to the lower bay which needed to be removed and rebuilt across the whole width. This wasn't done and Mrs A believes that this is the reason for the structural misalignment rather than the age of her house. She also said this was never mentioned before and there's no evidence to support this.

She also pointed out that as well as being badly fitted with numerous 'snagging' issues the ground floor and first floor windows don't match each other, or the dormer window over her front door. She also said that at the site meeting the surveyor asked why the builders hadn't rebuilt the whole of the lower damaged bay, and no answer was given, other than "That's what they did."

Our investigator considered the case and initially partially upheld Mrs A's complaint. He said Mrs A's television was damaged by the contractors, rather than as part of the incident leading to Mrs A's claim, so the replacement value should be paid to her without any deductions.

He considered the compensation Haven had paid Mrs A and felt this was reasonable when considered with what Haven had agreed to do to resolve the outstanding issues with the reinstatement works.

Our investigator considered Mrs A's concerns about structural integrity and what the surveyors reports had said regarding this. He felt that work had been done to ensure Mrs A's property was structurally stable and he was persuaded by the March 2025 which said that bay windows can show movement over time. He said we'd need further evidence from Mrs A to consider the issue of structural stability further.

Regarding the windows that had been fitted, he said he couldn't see anything in Mrs A's policy to say new windows had to match undamaged windows already in situ, and he felt the new windows matched each other.

As repairs to Mrs A's floor hadn't been completed our investigator said Mrs A would need to address any concerns to the contractors and Haven once the work had been done. And raise a new complaint if any issues couldn't be resolved.

Finally he considered Mrs A's complaint that her premium had increased significantly since the incident. He said we wouldn't expect Haven to provide details of their underwriting criteria to Mrs A as this is commercially sensitive information, but he was satisfied she'd been treated fairly as her policy provided benefits that far outweighed its cost.

Neither party was happy with our investigator's opinion.

Haven said Mrs A wanted £2,000 for a television that was 10 years old, but they were prepared to cover the cost of a television of similar specifications without making any deductions from the cost.

Mrs A wasn't happy as she maintained that the distortion to the window bays was a result of the impact, and she remained unhappy with the sub-standard, badly fitted and mis-matched windows Haven's contractors had installed. She also said that the "Snagging List" wasn't complete as it didn't include a number of outstanding issues including the following: -

- The cement underneath the windows needed to be redone and rendered to match the rest of her house before repainting.
- Wooden panels which were in place around the window bays to hide the blinds, which were removed need to be rebuilt.
- The blinds in the upper bay were damaged by the contractors.

Our investigator reviewed the case and provided an updated opinion. In this he said that Haven should arrange to change the top bay window and ensure the new window matches the ground floor window, as two completely different windows had been installed.

He said Mrs A should have been put back in the position she was in before the claim, and it would be logical to replace the top floor window as there were concerns about the frame not being straight, which could also be addressed. And the snagging and other issues with the windows could be addressed in line with the report prepared after the site meeting.

Other than this our investigator didn't change his initial opinion.

Mrs A remained unhappy. She obtained a report and quotation from the company who'd installed her original windows. The report doesn't comment on structural damage to the ground floor bay, saying the angled side returns can't be seen due to the new external render and internal plaster. But the window formation hasn't been installed true and level although it is not more the 10mm out in any direction.

In respect of the first floor bay the report says there are signs that this has incurred significant movement and as a result the gable roof has dropped as has the apron between the two bay windows. This is said to be most apparent on the right side of the bay and can be seen with several visual markers. These are: -

- On the outside the windows have been finished at the top using two UPVC trims which have been scribed from left to right to allow them to follow the line of the window.

- On the left of the middle window the trims show approximately 90mm and on the right they show approximately 60mm indicating that the roof above has dropped approximately 30mm on the front right corner.

The report also says that: -

- The windows in the bay are installed running out of level showing approximately 12mm lower of the right than the left indicating that the apron below the first floor windows has dropped by this amount.
- The bay sill has been manufactured at the incorrect width/span and the incorrect angles and does not sit correctly and align with the brick apron on which it sits.
- Looking at pictures of the property prior to the accident the windows in the first floor bay have been measured/manufactured the wrong height and are 100mm short. A timber has been installed above the windows to fill the void, and this has been covered internally and externally with uPVC trims,

The report concludes by saying that the brick structure below the ground floor bay window should have been completely removed and rebuilt. And that insufficient support was used when removing the bay windows as the acrow props are still in place a year later and are positioned at the back of the bay and no support was used at the front/projection when removing everything.

The report says that this can be rectified by: -

- Removing the first floor windows and using acrow props to jack the front right corner of the roof back up into the correct place.
- While the first floor windows are removed the ground floor windows should have the head fixings removed and acrow props placed to lift the apron back into place.
- Once this is done the structural jacking poles on the bay corners can be wound up to support the structure above.
- Then the correct height windows can be installed on the first floor with structural jacking poles fitted on the bay corners to support the roof above.

Once this is done the report says the complete bay structure from ground to roof level will be correctly positioned and supported and the windows will fit the apertures correctly and not be load bearing.

Mrs A isn't happy with her windows being refitted by Haven's contractors. Given the quality of the new windows that have been installed, the number of 'snagging issues' and her concerns that the structural issues identified in the original surveyor's report haven't been addressed, she's wants to her chosen window installers to replace both windows and deal with the structural issues her report identifies.

We provided Haven with a copy of the report and quotation Mrs A obtained and asked for their comments on her ongoing concerns. They've responded saying that the windows are structural windows, with metal supports between them which support the wall and windows above. With the new windows in place they say the property is structurally stable and the acrow poles were only required while the new windows were being installed. But Mrs A hasn't allowed them to return and remove them. When new windows are to be installed renewed acrows will be required before these works commence.

In relation to the "snagging" issues the contractors said there were some snags as the windows weren't finished, and in addition one window was damaged and another scratched, but they'd agreed to replace these items.

In respect of the installed windows not matching the window above the porch the contractors say that Mrs A chose not to have lead lights in the new windows, and was aware that Haven wouldn't pay to replace the dormer window, and asked them to quote to replace this privately.

With regard to how the windows were installed the contractors say the upstairs window is square and had to be installed square. But otherwise made no comment on Mrs A's opinion that the windows were poorly installed.

The case then came to me for a decision. I issued my provisional decision on 5 December 2025 and in it I said: -

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

There are a number of complaint issues that I need to consider. The structural integrity of Mrs A's property, the replacement windows, her damaged television, the increase in the cost of her policy and the other outstanding works. And having addressed all of this I then need to consider whether the compensation Haven have paid Mrs A is enough to compensate her for the delays and how her claim has been dealt with.

### **Structural Integrity**

I can understand Mrs A's concerns about the structural integrity of her property given that both the surveyor's reports refer to significant damage to the lower front bay, evidence that the impact moved the structural supports to the bay and cracks visible to the first floor.

Both reports recommended that full width of the lower front bay should be taken down and rebuilt. This didn't happen and Haven haven't provided any explanation for this. They've simply said that with the new windows in place the property is structurally stable. And the only reason the acrow poles are still in place is that Mrs A hasn't allowed their contractor's access to remove them.

At the site meeting in December 2024, arranged after Mrs A made her complaint, she raised a large number of issues relating to the work that had been carried out, most of these were to do with the windows. There was a discussion about the windows not being installed straight and the installers suggested that the previous windows may not have been installed straight. At this meeting Mrs A stated she didn't want the installers returning to her property.

When the further surveyor's report was prepared in March 2025 this refers to the bay windows always being misaligned, and that this couldn't be corrected.

As both the original surveyor's reports refer to the structural integrity of the bay windows being compromised, I think Mrs A is entitled to reassurance that that this has been restored. The March 2025 report acknowledges the repairs recommended in the original structural survey to ensure the property's structural integrity was restored. But it fails to address that the whole width of the bay wasn't taken down and rebuilt as recommended.

And it simply accepts what the contractors said about the original bay windows being misaligned, rather than considering whether any misalignment was due to impact damage, which may not have been addressed, as the whole of the front bay wasn't rebuilt.

Both earlier surveyor's reports refer to the impact causing significant structural damage to the lower front bay affecting its structural integrity. But there's no mention of the original windows being misaligned. This appears to have been suggested by the installers for the

first time in March 2025 and simply accepted by the surveyor.

So before any further work is done Haven should arrange for a structural survey to be carried out, by an independent surveyor, to confirm if Mrs A's property is structurally sound, and if it's not to recommend what needs to be done to address this. And any necessary work should be arranged before the windows are replaced.

### **The replacement windows**

I have to bear in mind that despite Mrs A's complaint, there's no reference in the March 2025 report to the upper and lower replacement windows not matching. This can be clearly seen from photographs of the new windows. Mrs A has also provided photographs which show gaps under the upper window where the work hasn't been completed.

In addition to the replacement windows not matching, they also don't match the dormer window over Mrs A's front door. Haven's contractors have said Mrs A was happy with this, but she's told us she was given no choice about the windows that were installed. This needs to be considered as prior to the incident Mrs A had matching windows and she should be put back in the position, so far as is possible, that she was in prior to the incident.

I've also considered the report Mrs A obtained from the company who fitted her original windows. As they fitted the original windows I'm persuaded by their comments regarding the replacement windows, how these have been installed and what needs to be done to correct this.

Given the quality of the replacement windows installed by Haven's contractors, the number of snagging issues and that the lower and upper windows don't match I can understand why Mrs A wants her chosen installers to deal with the replacement of the windows. And I think that both the lower and upper windows should be replaced, together with the dormer window, unless it's possible to match the new replacement windows to the dormer window.

The quotation Mrs A obtained for the windows is now out of date. So she should obtain an up to date quotation within a reasonable timescale and Haven should then pay for the windows to be replaced on the basis of this quotation.

### **The damaged television**

A fair amount of time has passed since Mrs A's television was damaged by the contractors and she may well have replaced the television by now. The television was damaged by Haven's contractors and doesn't form part of her claim. Haven should arrange to cover the cost of a replacement, of a similar specification to the damaged television. Haven have said that the damaged television was 10 years old, it may have been but it still needs to be replaced with a new television. What's important is that the specifications match and it's very unlikely the same model will be available now.

Haven should pay Mrs A the cost of a new television of the same specifications as her old one without any deductions being made.

### **Increased premium**

Mrs A has complained about the increased cost of her renewal following her claim. She questioned this and asked Haven to provide a breakdown of the money paid out on her claim. We wouldn't expect them to provide this to a customer, as it's commercially sensitive information. Nor would we expect them to provide her with underwriting evidence.

But we do need to be satisfied that when dealing with Mrs A's renewal she was treated in the same way as any other customer in similar circumstances. So Haven need to provide us with the relevant underwriting evidence to confirm this.

### **Outstanding works**

There is other work at Mrs A's property which still needs to be completed. The report prepared after the meeting in March 2025 states that the contractor's had completed 80% of the required works. But were unable to complete the rest as Mrs A didn't want them returning to her property.

Given the problems with the windows I can understand why Mrs A doesn't want any further work carried out by Haven's contractors. But this matter does need to be resolved. So Haven should arrange an inspection of Mrs A's property to scope the outstanding works, other than the windows. Once this is done they can either arrange to complete the works with Mrs A's agreement. Or if she's still unhappy to have Haven's contractors complete the work they should cash settle this part of her claim, but for the amount it will cost Mrs A to have this work completed.

### **Compensation for delays and inconvenience**

Haven have offered Mrs A £400 for the delays and inconvenience she's experienced as a result of how they've handled her claim. Taking everything into account I don't think this is enough and I require them to pay her £1,000 inclusive of the £400 previously offered.

So my provisional decision was that I upheld Mrs A's complaint.

Mrs A has confirmed that she accepts my provisional decision in principal but has made some further comments.

She's told us that she asked Haven's contractors numerous times to return to her property and remove the acrow poles. She was initially told that they had no one working in her area, but after this she received no response to her calls. She says that at no time did she refuse entry to her property.

As I said that Haven should appoint an independent surveyor she wants to ensure that the person instructed is truly independent. And she thinks that has she asked Haven many times to send an independent surveyor, they should cover the cost of the second independent survey she obtained.

In respect of the replacement windows she's told us that her chosen installers require a deposit before they start manufacturing the windows so she'd like Haven to pay her the full cost of the updated quotation she's obtained so this can be organised. Haven have been provided with a copy of the quotation for the replacement windows and asked for their comments, they haven't responded.

Regarding her television she's told us that she considers a Sony Bravia 8A K65XR8A1B to be a reasonable replacement and the 65" model costs £1,699. So she said she'd accept this amount for the television without any deduction.

She also told us that she was unable to obtain alternative quotes for her household insurance as the repairs to her property hadn't been completed. So she had to accept Haven's significantly increased renewal quotation. When she spoke to Haven regarding the cost of the renewal she was told her claim was one of the reasons for the increase in cost. She was told how much they'd paid out on her claim and was surprised by the amount, so

she felt it might be useful for us to see a breakdown.

And she was waiting to hear from Haven regarding the outstanding jobs to be completed internally, but meanwhile she was getting quotations herself for the work. She obtained and sent us an up to date quotation from her window installers and we sent a copy to Haven.

Haven agreed to obtaining an independent structural survey but initially didn't agree to replacing all of Mrs A's windows. Their loss adjusters remained of the view that the property was structurally sound that this would be confirmed by the further survey.

They subsequently confirmed that although they'd not normally agree to replace an undamaged window, if my decision was that they should in this case, then they'd proceed on this basis.

In respect of Mrs A's damaged television they said they were only required to provide a replacement on a like for like basis and said they'd agree to covering the cost of a Sony KD – 65XE9305.

Regarding the instruction of an independent surveyor, if Mrs A wanted them to be independent of them and the loss adjusters Haven said it would be better if Mrs A suggested the names of surveyors she'd be happy were instructed. Mrs A provided has details of two surveyors and Haven have now confirmed that they are prepared to agree to either of these being instructed.

Haven have been advised that as the survey is required as their contractors didn't replace the 'full width' of the damaged front bay they should meet the cost of the surveyor's report.

Mrs A has also sent us photographs of further crack that have appeared on the front of her property which have been sent to Haven.

Haven have also provided the evidence requested regarding the cost of Mrs A's renewal quotation.

### **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.

### **Structural integrity**

There is now agreement between the parties that a surveyor should be instructed to determine whether Mrs A's property is structurally sound. Haven have agreed to one of the independent surveyors Mrs A has suggested being instructed.

So within 14 days of Mrs A's acceptance of my final decision her choice of the surveyors she's suggested to be instructed. The surveyor's report to be sent to Mrs A at the same time it's sent to Haven. Haven to be responsible for the surveyor's fees.

If the surveyor's opinion is that work is required to restore the structural integrity of Mrs A's property then Haven should arrange for the necessary work to be carried out within a reasonable timeframe and without further delays.

### **The replacement windows**

If further work is recommended by the surveyor it may be necessary for Mrs A to obtain a

further quotation for her replacement windows. If this is the case she should send a copy of the updated quotation to Haven. If Mrs A wishes them to do so they should cash settle this part of her claim based on the quotation, not what it would cost them to replace the windows using one of their contractors. And I require them to cover the cost of the dormer window above Mrs A's front door, as her windows matched before the incident. Haven should cover the VAT on the windows on receipt of a VAT invoice.

If Mrs A is content for Haven to pay for the windows once the installation is complete, then she should arrange to send the invoice to them for payment on completion of the work.

### **The damaged television**

Haven have said they are only obliged to cover the cost of a replacement television of the same specifications as the one that was damaged. They've said that they'll cover the cost of a Sony KD – 65XE9305 which they regard as a suitable replacement. This model no longer appears to be available.

Mrs A has said she'll accept the cost of a Sony Bravia 8A K65XR8A 1B which she says is available for £1,699. As Mrs A's television was damaged by Haven's contractors and the model they've suggested is no longer available I think it's reasonable for Haven to pay Mrs A £1,699 to replace her television.

### **Increased premium**

In my provisional decision I said that I needed to be satisfied that at renewal Mrs A had been treated the same as any other customer in similar circumstances. Haven have provided the underwriting evidence I requested, which can't be shared with Mrs A as it's commercially sensitive. But having reviewed this I'm satisfied that her renewal premium was calculated fairly.

### **Outstanding works**

Haven haven't commented on what I suggested in my provisional decision regarding the outstanding works to be completed at her property. So I've not changed my opinion that Haven should arrange an inspection of Mrs A's property to scope the outstanding works, other than the windows.

Once this is done they can arrange to complete the works with Mrs A's agreement. Or if she's still unhappy to have Haven's contractors complete the work they should cash settle this part of her claim, but for the amount it will cost Mrs A to have the work completed. And they should pay any relevant VAT on receipt of VAT invoices.

### **Compensation for delays and inconvenience**

I haven't changed my mind that given how Haven have dealt with her claim and the delays and inconvenience she's experienced the £400 they've offered Mrs A is enough. Taking everything into account I believe £1,000, inclusive of the £400 previously offered is the appropriate amount.

### **Putting things right**

To put things right I require the following steps to be taken: -

- One of the structural surveyors Mrs A has suggested to be instructed within 14 days of Mrs A's acceptance of my final decision. A copy of his report to be sent to the

- parties at the same time. Haven to cover the cost of this report.
- If the surveyor says work is required to restore the structural integrity of Mrs A's property Haven should arrange for this to be completed within a reasonable timeframe and before her windows are replaced.
  - Haven to cover the cost of Mrs A's replacement windows in line with the quotation she's obtained from her chosen window installer. This to include replacement of the dormer window above her front door. If Mrs A wishes them to do so Haven should cash settle this part of her claim. And Haven should pay the relevant VAT on receipt of a VAT invoice.
  - Haven to pay Mrs A £1,699 to replace the television damaged by their contractors.
  - Haven to arrange an inspection of Mrs A's property to scope the outstanding works to be completed. Haven to arrange for this work to be completed if Mrs A agrees, or cash settle this part of her claim, but for the amount it will cost her to have this work completed. And to pay the relevant VAT on receipt of VAT invoices.
  - To pay Mrs A £1,000 compensation for the distress and inconvenienced she's experienced as a result of Haven's poor handling of her claim.

### **My final decision**

For the reasons set out above my final decision is that I uphold Mrs A's complaint about Haven Insurance Company Limited and to put things I require them to take the steps I've indicated.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 19 March 2026.

Patricia O'Leary  
**Ombudsman**