

The complaint

Miss N complained about Haven Insurance Company Limited's ("Haven") handling of her claim following a hit and run incident, under her motor insurance policy.

What happened

On 26 February 2025 Miss N said another driver hit her car causing her to crash into a barrier. Miss N contacted Haven to make a claim. But she said it failed to obtain CCTV footage of the accident from the local council. This meant she was considered at fault unfairly.

Miss N said she wanted to retain the salvage of her car, but this was refused by Haven. Additionally, Miss N said Haven cancelled her policy unfairly due to unpaid premiums. She said it had told her it would pay the premiums. Miss N wasn't satisfied with Haven's handling of her claim and complained.

In its final complaint response Haven apologised that Miss N's car was released to a salvage agent without telling her. But it explained that it doesn't allow retention of category S total loss vehicles. The business acknowledged a delay in progressing the CCTV request but said this had since been done.

Haven told Miss N that she had missed a payment on 3 March 2025. It said four reminders were sent without response. The policy was then cancelled in line with its policy terms. Miss N didn't think Haven had treated her fairly and referred the matter to our service. Our investigator didn't uphold her complaint. She thought Haven acted reasonably with respect to not releasing the salvage of Miss N's car in line with its policy. She said the records showed Haven had actively engaged when trying to obtain CCTV footage from the local council.

Our investigator said that Haven contacted Miss N several times when she stopped paying her premiums. She didn't think it acted unfairly when the policy was cancelled.

Miss N didn't accept our investigator's findings. She said Haven told her it would pay her premiums and that it hadn't acted reasonably to obtain CCTV footage of the collision. Because she remained dissatisfied she asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

I issued a provisional decision in December 2025 explaining that I was intending to partially uphold Miss N's complaint. Here's what I said:

provisional findings

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 my intention is to uphold Miss N's complaint in part. Let me explain.

Salvage

I've listened to all the call recordings submitted by Haven. There were 20 calls in total. During several of these calls Miss N told its agents that she had wanted to retain the salvage so she could make some money by selling off the parts. Haven has referred to its policy terms that say the vehicle becomes its property once a settlement has been agreed. However, Miss N maintained that she talked about retaining the salvage before a settlement was agreed.

During one of the calls I've listened to from 3 April 2025 Haven's agent explained that the company policy is to not release the salvage of category S total loss vehicles.

I've thought carefully about what Haven said. It may have a policy around releasing category S total loss vehicles, but the car belonged to Miss N not Haven. If she chose to retain the salvage of her car, we'd expect Haven to allow this.

I asked Haven how it decided Miss N's car was a total loss and that it was a category S. I can see that a deduction was made within Haven's valuation of the car as it had been a category S write-off prior to Miss N owning it. But the car had presumably been repaired to allow it back on the road so this can't be the reason for the category S classification. Haven responded to say the car was assessed based on images of the damage its engineer had seen. The business also provided a more detailed account from its engineer regarding the total loss categorisation. It said an inner wing/Fritch panel had been damaged as well as a chassis leg. The engineer said that this meant the category S classification was applied correctly.

The panel highlighted, along with the chassis leg are part of the vehicle's structural frame. Based on all of this information I think Haven's decision to categorise Miss N's car a total loss was reasonable.

I asked Haven if there was an initial claim call so I could ascertain if Miss N had asked about retaining the salvage of her car. It responded to say the claim was initially made online so there was no recording. However, Miss N did ask if she was able to "take her car away" during a call on 7 March 2025. The call handler said she didn't think the salvage could be retained due to the structural damage. This was before Miss N agreed to the settlement offer.

Based on this information Miss N's car was correctly classed as a category S total loss after the accident. This means there was structural damage. It could be repaired and returned to the road. Haven decided not to, based on the cost of the repairs when compared against the value of the car. But as discussed the car belonged to Miss N so it was for her to decide whether to retain the salvage. From what I've read she didn't intend repairing it. But I note her comments that she intended selling off usable parts.

I haven't seen evidence that shows Miss N would have been in a position to break and dispose of the salvage. Haven paid the market value for her car. So, having considered all of this I'm not persuaded that she has incurred a financial loss here. That said, I don't think the information she received about retaining her car was correct – this has clearly caused her frustration and upset. To put this right it's fair that the business pays her some compensation. I think £150 is reasonable.

CCTV

The records show Haven emailed the relevant local council on 26 February 2025 the same

day that she registered the claim. The email was addressed to the only address Haven's agent said could be found and set out the request for CCTV. In its complaint response Haven said it received confirmation of the correct process it needed to follow to obtain this information. I've seen a copy of an email it sent on 27 March to an updated email address requesting CCTV footage.

Miss N obtained copies of email correspondence the local council sent to Haven. Two emails were sent on 18 and 19 March 2025. Both asked for more details about the cars involved and for more specific information on where the incident occurred. The council asked for a quick response to prevent the loss of any potential footage. I asked Haven to show that it responded to this request. It provided some records, but this doesn't show it responded at this time.

Based on this information Haven did attempt to ascertain if CCTV footage of the incident existed. It could have acted more quickly and pro-actively. But I've seen evidence to show that it did request this information and followed this up.

It isn't known that CCTV showing the incident was captured and retained by the local council. But there was a delay in Haven contacting the council once the process for obtaining footage was known. As discussed I think it could have handled the matter better. In these circumstances it's reasonable that it compensates Miss N for the distress this caused her and for the inconvenience when chasing Haven. I think £100 is fair.

Premiums

I've thought about Miss N's understanding that Haven said she needn't pay her ongoing premiums as it would be pay.

Haven confirmed the first missed payment was on 3 March 2025. It said four notices were issued to Miss N prior to cancellation of the policy on 26 March. I asked Haven to provide copies of these notices and evidence they were sent.

Haven responded with its system records that show the contact it made with Miss N. This shows the notices it referred to were sent.

None of the calls I listened to show that Miss N was told not to pay her premiums. I haven't seen any evidence to support what she's said in this respect. Miss N's policy required her to continue her payments. The policy cancelled as a result of non-payment. However, at the time there was an open claim. The full annual premium is payable in the event of a cancellation where Haven has yet to recoup what it paid to settle the claim. At the time of Miss N's complaint the business hadn't been able to recover its outlay. So, in these circumstances Haven acted in line with its policy terms and conditions. I'm satisfied that adequate notice was given prior to the cancellation.

Having considered all of this I don't think Haven treated Miss N fairly with regards to the salvage retention issue, or when considering the shortfalls described when it requested CCTV footage. To put this right it should pay Miss N a total of £250 compensation. But I don't think it treated her unfairly in relation to the premiums owed on her policy or the cancellation.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Haven didn't respond with any further comments or information for me to consider.

Miss N responded to say that had Haven followed up the CCTV request this may have revealed the third party's registration. She said she lost a car that has cost her money. In addition she lost earnings due to injury, and her premiums have increased. Miss N said she would accept a reasonable offer.

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'm not persuaded to change my findings from that set out in my provisional decision.

I acknowledged in my provisional decision that Haven could have acted more quickly and pro-actively to try and obtain any available CCTV footage. But I explained the evidence does show it requested the information, and it made further contact to chase this up. It isn't known if there was footage of the incident. But I'm satisfied that by paying Miss N compensation this reasonably acknowledges that Haven could have handled this situation better.

As explained in my provisional decision I haven't seen evidence to show that Miss N was in a position to break and dispose of the salvage of her car. However, the car did belong to Miss N and Haven should have acted on her request to retain the salvage. I'm not persuaded that this has resulted in a financial loss for Miss N. But because of the distress this issue caused her, it's fair that Haven pays her compensation.

I can't consider the issues raised regarding increased insurance costs and a loss due to injuries. Miss N will firstly need to raise these points with Haven and allow it time to provide a response under a separate complaint. This is a requirement under the Financial Conduct Authority's complaint handling regulations.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Miss N's complaint in part. Haven Insurance Company Limited should:

- pay Miss N £250 compensation for the distress and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 16 February 2026.

Mike Waldron
Ombudsman