

The complaint

Mr E has complained that his commercial vehicle insurer, Haven Insurance Company Limited ('Haven'), cancelled his policy without his knowledge.

All references to Haven include its agents.

What happened

In March 2025 Mr E took out a policy with Haven through an insurance intermediary I will refer to as 'A'.

On 27 March 2025, A wrote to Mr E to say that further documentation was required from him in order to validate his policy. It said if it didn't hear from him within ten days it would proceed to cancel the policy. It also sent Mr E an email on the same day which said that a letter was in the post and that this letter will tell him what additional items were required to validate information he provided to it. It said this information needed to be provided within the following ten days or the policy might be cancelled. It also said if he didn't receive the letter within two days, to contact A so it would arrange for a duplicate to be sent. It also provided a telephone number for Mr E to call if he had any questions.

Haven said it didn't hear back from Mr E and so it proceeded to cancel the policy.

Mr E wasn't happy about this and complained. He said that he didn't receive the letter from A until later and that he was only notified of the cancellation 13 hours after the policy was cancelled which caused him significant distress. He said he was unable to work as he couldn't use his van. He asked for the matter to be reviewed urgently and the policy reinstated.

Haven responded to the complaint but it didn't uphold it. It said that the documentation was required to validate the policy and as it wasn't received, it wasn't able to continue with the policy. It said the email stated that if Mr E didn't receive the letter within two days to contact it which he didn't do. It said as the information was not provided, it cancelled the policy on 6 April 2025, as per its terms and conditions.

Unhappy with Haven's response, Mr E brought his complaint to our service. He said he received A's email straight away, but the accompanying letter did not arrive within the ten-day period. He told us he received an email on the eleventh day (7 April 2025) informing him that his policy had been cancelled with effect from 6 April 2025. He said this caused him significant anxiety because he had not been given any advance warning of the cancellation and may have been driving without insurance without realising it. Mr E said the letter did not arrive until 10 April 2025, even though it was dated 28 April 2025 (which I took to be an error, and that he meant March), and the envelope showed it was posted on 8 April 2025—

two days after the policy had been cancelled. He also said he had to take out insurance with another provider and declare the cancellation, which increased his premium, and that he was charged £292.53 for only ten days' worth of cover.

One of our investigators reviewed the complaint but didn't think Haven had to take further action and that the actions it took were in line with the terms of its policy which enables it to give seven days' notice before proceeding with a cancellation in these circumstances.

Mr E didn't agree and asked for an ombudsman's decision. He said he was not notified of the cancellation in advance, certainly not seven days before. He added that Haven did not treat him fairly as required by relevant regulations and that he was lucky not to have been stopped for driving without insurance. He said the email he received said the policy "may" and not "will" be cancelled if he didn't respond so he expected further notice before the policy was cancelled.

The matter was then 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.

I'd like to begin by acknowledging that Mr E told us he had attended a funeral on the day of the cancellation, which I was very sorry to hear.

Mr E was mainly corresponding with A rather than directly with Haven, and it was A who advised that the policy would be cancelled if the requested information wasn't provided. Given that Haven is the insurer, I consider that any cancellation would have been carried out on its behalf, and therefore that A was acting as Haven's agent in these circumstances.

The policy terms state that Haven is able to cancel a policy by giving its customer seven days' notice. Furthermore, A's terms of business state that it is required to validate the information provided to it and that it will contact the customer to confirm their details to ensure no incorrect information is provided. The terms also state that if the supporting documentation requested is not received, it reserves the right to cancel the policy or charge an increased premium.

I don't think the above terms are unreasonable or unusual. It is not unusual for further information to be requested by an insurer or broker after a policy is taken out to ensure all information on file is correct. This is also standard practice amongst insurers so I don't think Haven has acted inappropriately in this regard.

Mr E says that he received A's email warning him that there was a letter for him in the post but that letter did not arrive until after the policy was cancelled. So he doesn't think he was given sufficient notice before the policy was cancelled.

Mr E has provided a photograph of an envelope dated 8 April 2025 and marked as being from A. He says this envelope contained the 27 March 2025 letter (although he referred to it as dated 28 April 2025, which I think was a mistake). I have considered this, but the

envelope itself doesn't show which of A's letters it contained. This is relevant because A also wrote to Mr E on 7 April 2025 to inform him that his policy had been cancelled. When Mr E sent us his documents, he included the 7 April 2025 cancellation letter but not the 27 March 2025 letter requesting the validation documents. On balance, I think it is more likely that the envelope contained the 7 April 2025 letter. This is because that is the letter Mr E supplied to us, and it is also more likely that a letter dated 7 April 2025 would be posted the following day, 8 April 2025, than that a letter dated 27 March 2025 would be posted nearly two weeks later on the same date. A has also provided a system screenshot showing that the 27 March 2025 letter was posted on that date. And given that Mr E had already been told by email that a letter was on its way, I find it unlikely that the March letter was held back for posting or delayed for any other reason.

I've also considered the letter itself. As far as I can tell, it was addressed correctly so I think Haven did enough to make sure that Mr E received it in good time.

For these reasons I think, on balance, the March 2025 letter was posted not long after it was generated and not on 8 April 2025. And as Mr E has confirmed that he received the March 2025 letter, on balance, I think the letter was received on time. The letter clearly states that if Mr E didn't provide the required information and documentation within 10 days, the policy would be cancelled and that there would be no cover in force after 6 April 2025. On that basis, I think Haven gave Mr E sufficient notice before cancelling the policy.

Even if I was persuaded that the letter was posted late, which I'm not, Mr E has confirmed that he received A's email. The email stated that an important letter had been posted to him letting him know of additional items required to validate information already provided. He was required to provide the information within ten days or told the policy might be cancelled. And if he didn't receive the letter within two days to contact A so it could send a duplicate. As far as I am aware Mr E didn't contact A after two days or at any point before he found out about the cancellation to let it know that no letter had been received. The email stated that if he had, a replacement letter would have been sent to him and on balance I think this would have been the case and the policy may not have been cancelled.

Mr E said that A's letter was misleading because it said that the policy "may" be cancelled and not that it "would" be cancelled, which is what is stated in the letter. I take Mr E's point and I agree that A's email could have been clearer and, in my view, should preferably have included the same information as the letter. But as I am persuaded that, on balance, the letter was received in time I will not be upholding the complaint on the basis of what was in the email alone.

Mr E mentioned that he was charged almost £300 for ten days' cover. I can't see that this is something he raised with Haven or A so he will have to raise a new complaint if this is something he is unhappy about. And he may have to raise a complaint against Haven and a separate one against A if the £300 includes charges from both.

I appreciate that Mr E will be disappointed with this outcome, and I understand that he feels very strongly that he was left without any meaningful warning before his policy was cancelled. I don't underestimate the worry this situation caused him. However, for the reasons I have explained, I am satisfied that Haven provided the required notice and that its actions were not unfair, unreasonable, or outside the terms of the policy.

My final decision

For the reasons above I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 9 April 2026.

Anastasia Serdari
Ombudsman