

The complaint

Mr D complains about how Haven Insurance Company Limited have recorded the liability of a claim.

What happened

Mr D was involved in an accident and contacted Haven to log a claim. Mr D was hit in the rear by a third party who then drove off. Mr D was only able to get part of the third party's number plate. Mr D enquired about CCTV footage which Haven advised they'd make enquiries. Around six weeks later Haven informed Mr D that his claim was being logged as a fault claim as the third party driver hadn't been identified. Unhappy, Mr D raised a complaint. Haven didn't uphold the complaint as they didn't think they'd done anything wrong. They said Mr D hadn't provided the number plate and couldn't identify exactly where the accident happened so they had no way to identify the third party driver. Still unhappy, Mr D brought the complaint to this service.

Our investigator upheld the complaint. She said Haven had said they'd request CCTV footage but didn't. So, she thought Haven should record the claim as non-fault and pay Mr D £150 compensation. Haven appealed. They said that as Mr D couldn't identify the location of the accident, they wouldn't have been able to get the CCTV footage. They did accept they'd given Mr D misleading information. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both Haven and Mr D a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

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

Based on what I've seen so far, I intend to uphold Mr D's complaint.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether Haven acted in line with these requirements with how it handled Mr D's claim.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr D has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because

I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

The policy terms and conditions set out the following about how they handle claims:

"Conduct of claims/subrogation

We are entitled to take over any third party claim against you (or any other person claiming under this policy) and to conduct the defence or settlement of any such third party claim in your name or the name of any person claiming under this policy."

So, whilst Haven is allowed to settle claims as they see fit, they should do so in a fair and reasonable way.

Mr D logged his claim online and then received a phone call to clarify the details the following day. I've listened to the call in full. During the call Haven discussed the details of the accident. Mr D was informed that the claim would need to be on his policy as there was no third party to claim from and this would therefore be a fault claim. Mr D disputed this and asked Haven to request CCTV footage from the local council. Haven advised Mr D they would enquire about it.

According to the claim notes, the next contact Mr D received from Haven was around six weeks later. Haven informed Mr D the claim would be recorded as a fault claim. Haven has accepted they didn't attempt to request any CCTV footage. In their final response letter, they've said that this was because Mr D wasn't able to confirm exactly where the accident occurred. However, Mr D wasn't asked about this during the call. So, it's unclear how Haven have come to this conclusion.

I've asked Mr D to confirm where the accident happened and he's been able to pinpoint this for me. So, I think had Haven asked Mr D, he'd have been able to tell them. However, looking at the location where Mr D has said the accident occurred, there aren't any CCTV cameras. So, even if Haven had asked, and had requested CCTV footage, they wouldn't have been able to get anything that helped Mr D. So, I think the claim would always have needed to have been on Mr D's own policy and it would have always been recorded as a fault claim. I appreciate this will be disappointing news for Mr D.

I do think Haven falsely raised Mr D's expectations during the call they had with him. So, I do think Haven should pay Mr D compensation for this. I think Haven has caused Mr D an unreasonable amount of distress and inconvenience which has required a reasonable amount of effort to sort out and has impacted Mr D over several weeks. I'm intending to tell Haven to pay Mr D £200 compensation for the distress and inconvenience caused."

I set out what I intended to direct Haven to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses to my provisional decision

Haven accepted my provisional decision.

Mr D confirmed he didn't agree with my provisional decision. He didn't think the impact Haven's actions had had on him had been properly recognised.

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've thought carefully about the responses to my provisional decision. Having done so, while I appreciate it will come as a disappointment to Mr D, my conclusions remain the same. I'll explain why.

Having reviewed Mr D's comments, he hasn't provided any additional information that I wasn't already aware of. Whilst I do acknowledge and don't dispute the emotional distress, unnecessary worry and weeks of uncertainty, I still think the £200 compensation I awarded in my provisional decision is fair and reasonable in the circumstances. So, my outcome remains the same for the same reasons as my provisional decision.

Putting things right

To put things right, Haven should pay Mr D £200 compensation for the distress and inconvenience caused.

My final decision

For the reasons I've explained above, I uphold this complaint and direct Haven Insurance Company Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 4 February 2026.

Anthony Mullins
Ombudsman