

The complaint

Mrs B complains that Haven Insurance Company Limited disposed of her van without her permission.

What happened

The events of this complaint are well known to both parties, so I'll only go into them in summary here. Mrs B's van was damaged, and a claim was raised with Haven. The claim was eventually declined. As the van wasn't driveable, Haven arranged for the salvage to be sold. Mrs B wanted to retain the vehicle and raised a complaint. Haven didn't uphold the complaint as they didn't think they'd done anything wrong. Still unhappy, Mrs B brought the complaint to this service.

Our investigator upheld the complaint. She didn't think Haven should have sold the van. Haven appealed. They said Mrs B was given notice and didn't request the vehicle was returned to her. 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 Mrs B 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 don't intend to uphold Mrs B's complaint.

At the outset I acknowledge that I've summarised her complaint in far less detail than Mrs B 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.

I've reviewed the correspondence history to see what's happened in this case. Haven wrote to Mrs B to advise the claim was being declined. They informed Mrs B of the following:

"As mentioned above, the vehicle is on site with our salvage agent, [name]. We have placed the vehicle on safeguard to ensure it is not disposed of and have options for you regarding the return of your vehicle. We can either scrape [sic] the vehicle through our salvage agent, [name], and send you the proceeds or we can deliver the vehicle to an address of your

choice in its current condition. Please confirm how you wish to proceed.”

Mrs B responded to Haven the same day, however, she didn't inform Haven that she wanted to retain the vehicle. Mrs B sent a further email around 10 days later. This set out the following:

“I replied to [Staff name]'s email dated 8th March on the 8th March asking me to decide what I'm doing with the vehicle whether to scrap it or get it delivered to an address of my choice before I incur storage fees.....I have called 4 times to no avail and still no email response.....I will patiently wait for someone to get back to me with an outcome for this complaint and hopefully a final response letter so that I can persue [sic] this with the ombudsman. I will not be chasing anyone anymore!”

Around four weeks later, Haven issued a final response letter to a complaint previously considered by this service. In this letter, Haven set out the following:

“We have since sent you an email requesting a decision from you as to what you would like to do with your vehicle, as mentioned in our email, we can either scrap the vehicle and pay you the proceeds, or have the vehicle delivered to a place of your choice such as your home address, a scrap yard, or garage. However, you have not provided us with a decision to date. Therefore, we plan to proceed with scrapping your vehicle through our salvage agent and will pay you the proceeds.....

Please contact the Complaints Team at [email address] with your decision. If we do not receive your decision by the 26th of April, we will assume you are happy for us to proceed, pay you the full proceeds, and settle it as a fault claim.”

Mrs B brought a complaint to this service, and I can't see Mrs B gave a response to Haven about the van before the set deadline.

Based on the correspondence above, Haven asked on two occasions if Mrs B wanted to retain the vehicle or have Haven scrap it but they didn't get a response to that question. Whilst I appreciate the van didn't belong to Haven, as they hadn't paid a claim, I don't think their actions were unreasonable. I wouldn't expect an insurer to hold onto a van for an unknown period time, whilst the van would have been accruing storage costs. The van wasn't drivable and in a lot of scenarios, the policyholder wouldn't have the time or means to arrange repairs. Haven wrote to Mrs B on two separate occasions asking for her to confirm what to do with the van but didn't receive a specific response on this point. On the second occasion, Haven gave Mrs B a deadline with no response.

As a service, I can only get Haven to put things right if they've done something wrong. Based on the reasons above, I don't think Haven have been unfair or acted unreasonably in arranging for the van to be scrapped. So, I don't intend to tell Haven to do anything further.”

Therefore, I wasn't minded to direct Haven to do anything further as I didn't think they'd done anything wrong.

Responses to my provisional decision

Haven accepted my provisional decision.

Mrs B confirmed she didn't agree with my provisional decision. She doesn't think Haven sent the final response letter to her.

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 Mrs B, my conclusions remain the same. I'll explain why.

As a service, we can only tell a firm to put things right if they've done something wrong. Whilst I empathise with Mrs B's situation, based on what I've seen, I'm not able to say Haven has done anything wrong.

As I set out in my provisional decision, Haven wrote to Mrs B by email and gave her the two choices for the van. This was confirmed as being received by Mrs B as she replied to the email, but didn't inform Haven she wanted to keep the van. So, Mrs B was aware that the van may be sold by Haven.

Mrs B doesn't think the final response letter was sent by Haven. I don't agree. Haven has sent us their claim notes. There are several entries on them for the date the final response letter was issued. These include:

- Sent Letter no: 6. Final Response Letter.
- FRL sent to BG & SC to review – once approved place a schedule on file for the deadline date in order to remove the safeguard from [salvage agent].
- FRL approved and sent to print.
- Schedule set as per the below.

I'm satisfied based on the claim notes that the final response letter was sent by Haven. Mrs B has said it wasn't received. When she contacted us about a different issue, she advised us that the final response letter hadn't been received. Sometimes post isn't received or is delayed. However, most of it, does safely arrive in a timely manner. I'm satisfied that Haven informed Mrs B about what the options were and gave a deadline. I can't say that Haven have done anything wrong. So, I don't think it would be fair to make them pay anything more than what they receive in selling the salvage.

I'm very sorry that my decision doesn't bring Mrs B more welcome news at what I can see is a difficult time for her. But in all the circumstances I don't find that Haven has treated Mrs B unfairly or unreasonably in this complaint.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Haven Insurance Company Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 21 April 2026.

Anthony Mullins
Ombudsman