

complaint

Mr W complains that Haven Insurance Company increased the premium for his motor insurance policy at renewal because of a fault claim. He wants it to remove the claim or reduce his premium.

background

Mr W was involved in an accident when he collided with the car in front and it then shunted into a van. Haven held him at fault and paid the other drivers' claims. This led to a fault claim on Mr W's record. At renewal, Haven increased Mr W's premium substantially.

Our adjudicator didn't recommend that the complaint should be upheld. She thought Mr W hadn't disagreed with the accident circumstances. So she thought it was reasonable for Haven to record the fault claim. She explained that this would lead to an increase in Mr W's premium because of increased risk.

Mr W replied that he thought Haven's outlay for the other drivers' claims was excessive.

my findings

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

It isn't our role to decide who was responsible for causing the accident. This is the role of the courts. Instead, our role in complaints of this nature is simply to investigate how the insurer made the decision to settle the claim. Did it act fairly and reasonably and in line with the terms and conditions of the policy?

Also, it isn't in Haven's interests to pay claims that it may not be obliged to pay. It therefore assesses the evidence in order to decide whether to accept or defend a claim. It only doesn't challenge it if it's satisfied that it's unlikely to be successful in any defence.

Mr W agrees that he caused the accident as he bumped into one car that then caused it to bump into the van. But he says that he inspected the cars at the time and the damage caused was minimal. He questions why Haven has paid out so much for the claim.

Haven said that due to the accident circumstances, some damage would be likely. Mr W said there was minimal damage at the time. But I can't see that he has supplied any evidence, such as photos, to support this.

Our adjudicator asked Haven to provide copies of the engineers' reports and a breakdown of the claim costs. The independent engineers' reports showed damage to the car and van that was consistent with the circumstances. I haven't seen any evidence to challenge these, so I can't say it was wrong for Haven to agree to consider them.

The claim breakdown included personal injury claims, which I can see were supported by expert medical opinions. So I think it was reasonable for Haven to consider these too. And there was a claim for replacement vehicle costs, which I think wasn't unreasonable.

So as the circumstances of the accident weren't in dispute, I think it was reasonable for Haven to consider the other drivers' claims. These were supported by expert evidence. I don't think Haven made an error in paying them.

The result was a fault claim on Mr W's record. I think this was recorded correctly so I can't ask Haven to remove it. Mr W's premium has increased. It's common industry practice to increase a premium after there has been a claim. I can't say this is wrong. This isn't usually related to the size of the claim.

The adjudicator has already explained that it's open to Mr W to shop around to see if he can get cheaper cover elsewhere if he's unhappy with Haven's premium.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 April 2016.

Phillip Berechree
ombudsman