

The complaint

Miss O complains about how Haven Insurance Company Limited handled a claim made on her motor insurance policy. She wants it to honour an offer to settle her claim or for the car to be repaired and not recorded as a write-off.

What happened

A family member took Miss O's car without her consent and crashed it. The police attended and Miss O made a claim to Haven. Haven initially allocated the claim to its wrong department, which caused a delay. It extended Miss O's car hire because of this. Haven requested further documents to validate Miss O's claim and it said it couldn't settle the claim without these.

Our Investigator didn't recommend that the complaint should be upheld. She thought Haven's extension of the car hire reasonably compensated Miss O for the initial delay in the claim. She didn't think it had caused any further avoidable delays. She thought it wasn't responsible for the delay due to Miss O losing her driving licence and awaiting a replacement. She thought it was reasonable for Haven to not settle the claim until it had received the requested documents. And she thought it was obliged to record that the car had structural damage.

Miss O replied that Haven's initial mistake had caused her a loss of expectation that her claim was to be settled. She thought Haven hadn't made her aware that the licence share code was needed, and this had kept her waiting longer. Miss O had acknowledgement from the police that she had reported the collision. Miss O asked for her complaint to be reviewed by an Ombudsman, so it's come to me for a final decision.

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 can understand that this matter has caused Miss O stress and upset. And I can understand that she wants her claim settled. Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

When Miss O reported her claim, Haven said it incorrectly allocated it to its incident department rather than dealing with it as a theft claim. It said this had caused a delay and it extended Miss O's hire car by seven days to compensate her for this. I think that was fair and reasonable in the circumstances.

Haven then asked Miss O for further information to validate her claim. I think it's entitled to do this by the policy's terms and conditions as set out in its claims process. And I'm satisfied Miss O is required by the policy's terms and conditions to co-operate with these requests.

I can see that Miss O was able to provide most of the required documentation to validate her claim. But Haven said it was still waiting for proof of prosecution from the police, a photo of her driving licence and a share code from the DVLA website. I think these are reasonable requests.

Miss O said the police wouldn't provide her with the suggested letter, email or text message to confirm that she was prosecuting her family member for theft. Miss O has lately provided an email from the police acknowledging her report of the incident. But it doesn't confirm that Miss O is going ahead with a prosecution. Miss O told us that there had been a court date, so this confirmation may be something she can provide Haven.

Miss O said she had lost her driving licence. But as far as I can see she has yet to order a replacement from DVLA. Miss O said Haven should have asked for her share code sooner. But I can't hold Haven responsible for Miss O losing her licence. And I can't say that Haven not asking for the share code sooner caused any avoidable delay as Miss O hadn't provided the proof of prosecution requested either.

Haven has said that if Miss O is able to provide these documents, then it will deal with her claim. I think that's fair and reasonable.

In the meantime, Miss O withdrew her claim and Haven returned Miss O's car to her and, as far as I can see, she is driving it. Haven has said from the start of the claim that her car is a total loss as the car is uneconomical to repair. Miss S said she could get the car repaired more cheaply. But Haven's estimate is based on guaranteed repairs, and I think it's reasonable for it to rely on this and not to repair the car.

Haven deemed the car to be a Category S total loss. This means the car has structural damage. Miss O wanted this marker removed. But Haven is obliged to record accurate information about the car's history. And so I can't say it needs to remove the marker.

Miss O also wanted Haven to honour its offer to pay her the car's market value. But, as I've said above, Haven has offered to deal with the claim once Miss O has provided the requested documents. And I think it's for her to do this if she wants her claim settled.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 26 February 2024.

Phillip Berechree
Ombudsman