

## **The complaint**

Mr C complains that Haven Insurance Company Limited provided poor customer service and delayed when dealing with his claim for accident damage to his vehicle. He says his vehicle was returned to him in unusable conditions after repairs, and Haven have charged him for hire car costs that they should cover.

## **What happened**

In June 2022 Mr C had an accident. His vehicle was taken by the insurer on 1 July 2022 to their approved repairer.

There were delays and communication issues up until December 2022 when the approved repairer went into liquidation and the vehicle was moved to another repairer.

Mr C was provided with a hire car which was paid for by Haven until 17 March 2023.

When Mr C's vehicle was first returned in February 2023, he complained to Haven that it was unusable as there was additional damage and the wrong parts had been fitted.

Haven's engineers inspected the vehicle and prepared a report on 2 March 2023 confirming that some parts had not been replaced with like for like as they were "aftermarket" parts, but they confirmed the vehicle was roadworthy. As a result, Haven terminated their payment for the hire car on 17 March while Mr C was on holiday. On his return from holiday on 28 March Mr C returned the hire car and was charged £425.66 in excess charges.

Haven had Mr C's vehicle back for further assessment on 29 March and returned it on 31 March. No hire car was provided for this period as it was in for assessment rather than repairs.

Further repairs were then undertaken between 15 – 24 May and a hire car was provided for that period.

Mr C initially raised a complaint in September 2022 about poor service and lack of communication. Haven issued their first final response on 4 January 2023 and offered £150 for the trouble and upset caused by the delays up to that point. A further final response was issued on 31 March 2023 offering a further £150.

Mr C brought both of these complaint responses to us. He complains about the service, and that he has incurred hire charges from 17 March 2023. He also says that Haven hasn't paid him £150 of the £300 compensation offered to him.

One of our investigators has looked into Mr C's complaint and he thought that Haven should pay a total of £300 for distress and inconvenience and pay the hire car charges incurred. Initially Haven agreed with the investigator and the case was closed, but Haven have subsequently asked for the matter to be passed to the ombudsman, and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:

*I'm currently minded to uphold the complaint, and I'll explain why.*

### **Poor service and delays**

*I can see from the claim notes that the vehicle went into the approved repairer garage on 1 July 2022, but that Mr C had to repeatedly contact the garage and Haven for updates throughout August and September. The phone at the garage was often not answered, and little or no information was available. In October 2022 Mr C questioned whether he could have his vehicle returned and get the repairs done himself, and this was agreed in November 2022, but then it wasn't possible because it had already been stripped by the repairer awaiting parts, for which he was told there was now a delay.*

*Haven were then unable to get a response from the garage throughout December, and at Christmas they discovered that the garage had closed pending administration, and so the vehicle was moved to a new repairer.*

*The new repairer completed the repairs and returned the vehicle in February 2023. Mr C immediately complained that there were several issues with the repair - the bumper grille was incorrect, the wheel arches weren't fitted properly, there was a dent on the back and a door, the fuse cover was damaged, there was no water in the vehicle as there was a coolant leak and the heater wasn't working.*

*I have seen a report from Haven's engineers dated 2 March 2023. They examined the vehicle and reported that they had tested the coolant/heater system and it was working following removal of an air lock. They agreed that incorrect replacement bodywork parts had been used as the repairers hadn't been aware that these parts had been upgraded before the accident with aftermarket parts, and they said they were unable to comment on whether the dents had been caused by the garage as there were no "before" photos for comparison. They recommended that Mr C bought his own grille and be reimbursed but that other repairs would be undertaken but confirmed that the vehicle was in roadworthy condition.*

*Considering all of this, I agree with the investigator that Haven haven't dealt with this claim to the standard that Mr C was entitled to expect. There were delays even before it was moved to the second garage, and communication with the garage and with Mr C was poor throughout. I can see that some delays were down to parts being on order, but overall I think the delays exceeded what was reasonable. In addition, the car repairs were not up to standard, and Mr C did a lot of chasing himself throughout.*

*Mr C has been offered £300 in total by Haven for these delays and poor service issues, but I think that on balance that £400 is a fairer figure given what has happened.*

### **The hire car charges**

*I can't see that the results of the report from 2 March 2023 were communicated to Mr C, but the claim notes record that on 15 March 2023 Haven told Mr C that his hire car was being withdrawn as his own vehicle was considered returned and roadworthy. When he was told this, Mr C was away on holiday in Scotland and the keys to the hire car were locked inside his house.*

*The claim notes show that on 16 March 2023 the Customer Relations Senior sent an internal email saying "Mr C has just come back to me on email to advise that he has gone away on holiday now until 28<sup>th</sup> of March and the keys for the vehicle are locked inside his house. Can you amend it to be off hired on 28th. We have no other choice"*

*Haven then considered the possibility of asking the hire car company if they could do a keyless collection, but I can't see that anything happened about this, and it seems that Haven terminated their payments for the hire car on 17 March even though they knew Mr C was away and couldn't return the car until 28 March.*

*Mr C returned the car on 29 March 2023 when he returned from holiday and was charged £425.66 for the excess hire charges.*

*I've thought about whether Haven acted fairly in terminating the hire car cover and I think that given that Haven knew that Mr C was away and not able to return it and they had already in fact decided that they would cover costs until 28 March, Haven didn't then act fairly when they terminated it on 17 March 2023. They gave him less than 48 hours' notice and as a result he incurred significant costs.*

### **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.

Mr C hasn't replied, but Haven have. They have confirmed that they are satisfied with the decision but have asked for Mr C to provide evidence of payment of the hire charges between 17 and 28 March and they have also asked for clarification that the £400 award for distress and inconvenience includes the £150 they have already paid.

I can confirm that £400 is the total figure I have awarded for distress and inconvenience, including any sums already paid. However, Mr C has told us that he has never received the £150 that was offered, so Haven will need to check this and liaise with Mr C on both the issue of the compensation and the evidence of payment of the hire charges.

As there have been no other comments that have changed my view, I am making this final decision in line with my provisional findings.

### **Putting things right**

To put things right, Haven should

- Reimburse Mr C for the hire car charges from 17 to 28 March 2023
- Pay 8% interest on those excess charges from the date they were incurred until the date they are reimbursed.
- Pay Mr C a total of £400 for the distress and inconvenience caused by poor service, deducting any payments already made.

### **My final decision**

My final decision is I am upholding Mr C's complaint against Haven Insurance Company Limited and direct them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 2 April 2024.

Joanne Ward

**Ombudsman**