

The complaint

Mr A complains about how Haven Insurance Company Limited handled a claim made on his commercial motor insurance policy.

What happened

Mr A was involved in an accident with another car, and he said he wasn't at fault. But he was unhappy that Haven caused delays in taking his car for repairs, that he had to pay his policy excess, that he couldn't arrange for the repairs himself, and that not all the damage to his car was repaired. Mr A was also unhappy that it was taking so long to agree liability with the other insurer.

Our Investigator didn't recommend that the complaint should be upheld. She thought Haven hadn't caused any avoidable delays in the claim. She thought it had shown that the further damage noted by Mr A wasn't claim-related. She didn't see evidence that Mr A had asked to arrange repairs himself. She thought the policy excess was always the first part of a claim to be paid. And she thought it would always take time to agree liability.

Mr A replied asking for an Ombudsman's review, so his complaint has 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 Mr A feels frustrated that it took some time for his car to be repaired. He's explained that this affected his ability to work. Haven has a responsibility to deal with claims promptly and fairly. The repairs were completed some three months after the accident. So I've looked at the claim journey to see if it was responsible for any avoidable delays during this time.

It took two weeks for Haven to validate the claim and assign it to its repair network. I think that's fair and reasonable as it's in keeping with other claims I've seen. And Mr A's car was still mobile during that time. The first repairer allocated couldn't provide a courtesy car and Mr A's policy didn't provide a guaranteed replacement car. So the repairs were allocated to a second repairer two days later. I can't reasonably hold Haven responsible for the first repairer's supply of cars, and I think two days to reallocate the repairs was reasonable.

The garage then took a week to collect images of the damage from Mr A so it could make an estimate. But this wasn't progressed further as Mr A didn't want to pay his policy excess as he thought the accident was non-fault. But the policy excess is always the first part of a claim to be paid. And so I'm satisfied that it was reasonable for Haven not to progress the repairs until this was paid. And so I can't hold Haven responsible for this delay.

A booking in date was then agreed and it took a month for the repairs to be completed. The garage said a few delays had been caused due to staff sickness in this time. I can't reasonably hold Haven responsible for this unpredictable delay, although I can understand that Mr A felt frustrated and stressed by the time taken for repairs to be finished.

Mr A said that he asked Haven to complete the repairs himself due to the delays. I can see from Haven's file that Mr A asked about this. But when Haven explained that he would still need to pay his policy excess, Mr A agreed to stay with Haven's approved repairer. So I can't say that Haven prevented him from doing this.

After the repairs were made, Mr A noticed that a warning light remained on, but this was remedied. And he thought damage to the car's driver side window hadn't been repaired. But Haven's engineer said this was unrelated to the accident and explained that it was a common fault with the car's make and model. I haven't seen that Mr A provided any expert evidence to show that this was related to the accident or repairs. So I can't hold Haven responsible for this.

Mr A was unhappy with the length of time it was taking to settle the claim. Mr A said the other driver had admitted fault at the scene, but the other insurer later contested this. I can see that Haven reviewed its file several times and each time thought Mr A wasn't at fault. And so it tried to contact the other insurer for its version of events.

Haven explained that the other insurer wasn't responding to its communications. It also explained that it needed to have paid an outlay in order to press the other insurer to accept liability and to reimburse it. So for the claim to progress, Mr A would need to pay his policy excess to get the repairs started and then Haven could press the other insurer for an admission of liability once the repairs were done. From what I can see, the other insurer continues to contest liability. But I think Haven took reasonable steps to progress the claim.

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 Mr A to accept or reject my decision before 30 July 2024.

Phillip Berechree
Ombudsman