

## **The complaint**

Miss I complains about Haven Insurance Company Limited's (Haven) handling of a claim made by a third-party, under her motor insurance policy

## **What happened**

Miss I says she wasn't aware that her broker had moved her insurance cover over to Haven. She says it took £136.50 from her account without explaining what this was for. In addition, she says Haven didn't inform her of a claim a third-party made against her.

Miss I contacted our service in August 2022. We referred the matter to Haven for it to provide a response. It responded in September acknowledging its lack of correspondence about the third-party's claim and the increase in Miss I's premium. It says the other issues raised have been referred to her broker.

Haven says it took all possible steps to contact Miss I regarding the third-party's claim, without success. It says it correctly settled the claim based on CCTV footage of Miss I reversing into the third-party's vehicle. Haven says this incident occurred in March 2022 and should've been declared when Miss I accepted her policy renewal in April.

With respect to the additional premium Haven says it made a mistake when amending Miss I's no claims bonus. It says she had a protected no-claims, so this shouldn't have happened. Haven says it instructed Miss I's broker to amend her no-claims back to the previous number of years. But explains that this is no longer protected. It says Miss I's broker can advise on the impact this will have on her premium.

Miss I didn't think she'd been treated fairly by Haven and asked for our service to consider the matter. Our investigator upheld her complaint in part. She says Miss I received a welcome letter from her broker in April 2022 confirming her policy was with Haven. However, she accepted Miss I had been confused - and thought Haven could've done more to explain its claims process. Our investigator says Haven should pay Miss I £50 compensation to acknowledge this. It should also provide a copy of the CCTV footage or still images of the incident.

Our investigator thought Haven had treated Miss I fairly regarding her no claims bonus. And the images from the CCTV footage showed it had completed a full investigation into the claim.

Miss I didn't agree with this outcome. She says the collision with the third-party didn't happen in the way described. She says there was a slight impact when the third-party vehicle collided with her car. But there was no damage, so she drove off. Because she didn't agree with our investigator Miss I asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

I issued a provisional decision in August 2023 explaining that I was intending to partially uphold Miss I's complaint. Here's what I said:

*provisional findings*

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

*Having done so my intention is to uphold Miss I's complaint in part. Let me explain.*

*We asked Haven for a copy of the CCTV footage it received from the third-party in support of its claim. I've watched this carefully. In the video Miss I's car can be seen reversing back towards the third-party's vehicle, which has come to a complete stop. Miss I's car then collides at a slow rate of speed with the driver's side of the third-party's vehicle.*

*I acknowledge Miss I has a different recollection of what happened. But I'm satisfied from watching the CCTV footage that she collided with the third-party when she was reversing. Haven explains this is why she was determined to be at fault for the accident. I don't think Haven's decision to settle the claim in favour of the third-party was unreasonable based on this evidence.*

*I can see that Haven contacted Miss I by email on 24 June 2022. This was the day after it received the third-party's claim. It sent further emails on 1 and 5 July informing Miss I of the claim and asking her to contact it. On 6 July the business wrote to Miss I to tell her she had breached the terms of her policy by not assisting in its enquiries.*

*Haven emailed Miss I again on 15 July, referring to a call she'd made on 7 July denying involvement in the accident. In this email it asked for photos of her car and clarification as to where she was at the time of the incident as claimed by the third-party. It chased a response by email on 28 July. I can see that Haven wrote to Miss I on 23 August to say it had received no response to its requests for information. As a result, it says indemnity has been withdrawn and it has settled the claim with the third-party as per its obligations under the Road Traffic Act.*

*Haven wrote to Miss I again on 31 August 2022 notifying her that her policy will be cancelled as of 7 September, due to her non-cooperation with the claim.*

*I can see from the Statement of Fact document Miss I received from her broker, that the email address listed isn't the one Haven used to contact her. A letter was sent to her on 6 July 2022. This appears to have instigated her call to Haven the following day. Haven's next letter was sent on 23 August explaining the claim with the third-party had been settled.*

*Based on this information, none of the email correspondence Haven sent, went to the correct email address. I asked Haven to comment on this point. It says Miss I contacted it, and her broker, with a new email address prior to the third party informing it of the claim. It says an error was made and it used an older email address when contacting her. Haven says Miss I changed her contact details several times. It suggests she should've been aware that an incorrect address had been used and could've checked.*

*I acknowledge what Haven has said. But it was made aware of Miss I's updated email address and should've used it. I can understand why she was confused. The correspondence she received told her she had breached her conditions as she hadn't responded. But she received no requests for information and wasn't made aware of the third-party's claim, because Haven was using the wrong email address.*

*However, I don't think this impacts on Haven's claim investigation. The CCTV footage clearly shows Miss I reversed into the third-party vehicle. So, I think it behaved reasonably when*

*settling the claim as it did.*

*That said, Haven did inform Miss I it would cancel her insurance because she hadn't cooperated with its enquiries. It also failed to let her know a claim had been made. Because of this I don't think it treated her fairly. Haven has since confirmed the policy wasn't cancelled. The policy did later lapse, but it says there is no cancellation record.*

*I've thought about the impact this has had on Miss I. Haven caused her confusion and worry because it used the wrong email address. This meant it didn't make her aware of the claim until a late stage. This was made worse when it informed Miss I it would cancel her policy causing her further distress. To acknowledge the distress it caused her I think it's fair that Haven pays Miss I £150 compensation.*

I said I was intending to uphold Miss I's complaint in part and Haven should:

- confirm there is no record of the policy cancellation; and
- pay Miss I £150 compensation for the distress, inconvenience and worry it caused her.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Miss I responded to say that she wanted to see a copy of the CCTV footage of the collision.

Haven didn't provide any further comments or information for me to consider.

### **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.

The CCTV footage Miss I requested has to be redacted in line with data protection rules before it can be issued to Miss I. Our service doesn't have the permission to amend the footage provided to us. Efforts have been made to request that Miss I's insurer provides this information. But it has also encountered difficulties with respect to data protection rules. As it stands it isn't clear that permission will be provided to allow the information to be redacted. Or that the CCTV footage can be provided by Miss I's insurer.

Miss I has been informed of this situation. I explained that although we would usually expect evidence to be made available for her to see – there are good reasons why it can't in these circumstances. Having viewed the video, it's clear that Miss I reversed into the third-party's vehicle. I can't reasonably delay issuing my final decision further, given it's clear Miss I was at fault and there is no indication when or if the footage might be made available to her.

Considering what I've said above, and as neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that Haven Insurance Company Limited should:

- confirm there is no record of the policy cancellation; and
- pay Miss I £150 compensation for the distress, inconvenience and worry it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I to accept or reject my decision before 13 November 2023.

Mike Waldron  
**Ombudsman**