

## **The complaint**

Mr I has complained about the length of time it took Watford Insurance Company Europe Limited's approved repairer to complete the repairs to his van after he made a claim on his van insurance policy. He's said this caused the limited company, who I'll refer to as G, that he is a director of, significant losses.

## **What happened**

Mr I's van was damaged by thieves in January 2023. He made a claim under his policy and Watford's repair agent moved his van to a place of safe storage and he was told they'd arrange repairs. In the end Mr I didn't get his van back repaired until 16 May 2023.

Our investigator said she was considering everything that had happened up to 12 May 2023 as part of Mr I's complaint, because this was the point Watford offered additional compensation. She said it took Watford's repair agent far too long to repair his van and that Watford should pay Mr I £20 per day for the loss of use of his van for the period 16 February to 16 May 2023. She said that the £300 Watford had offered in compensation for general distress and inconvenience was fair.

Watford don't agree with the investigator's view. They've said the delay in carrying out the repair was due to the repairer not being able to get a part and that there is no cover for a replacement van under Mr I's policy.

Mr I doesn't agree with the investigator's view. He's said that he should be compensated for the losses G incurred as a result of his van being unavailable and the fact it meant it was unable to pay his salary.

## **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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- I think the length of time it took Watford's approved repairer to complete the repairs to Mr I's van was unacceptable, even allowing for the fact there may have been a delay in obtaining a part.
- In view of the problem getting the part, I think Watford should have been far more proactive in trying to source it and looked at other options to make sure Mr I wasn't left without a van.
- I think Watford's unreasonable approach caused Mr I to be without a van when he shouldn't have been from 16 February to 16 May 2023. And I agree with our investigator that Watford should pay Mr I £20 per day for the loss of use of his van in this period. This is to compensate him for the fact he was without a vehicle he used for business, which is why I think £20 per day is a reasonable sum.

- I appreciate this is beyond the period the investigator said we could consider as part of this complaint, but I think it is fair for the loss of use to go up to the day Mr I got his van back, as his loss of use flows directly from the delay he complained about originally.
- I do not agree with Watford's view that they shouldn't have to pay anything for loss of use as there is no cover for a replacement van under Mr I's policy. This is because my award for this is outside of the policy terms and due to what I consider to be poor claim handling by Watford.
- I also agree with the investigator that Watford's poor handling caused Mr I general distress and inconvenience on top of the loss of use of his van. And I agree £300 is fair compensation for this.
- I appreciate Mr I's point that G lost income as a result of him not having his van available, but I cannot consider losses incurred by G or the knock on effect of these as this complaint is about a claim under a policy in Mr I's name.

### **Putting things right**

For the reasons set out above, I've decided to uphold Mr I's complaint and order Watford to do the following to put things right:

- Pay Mr I £20 per day for the loss of use of his van for the period 16 February to 16 May 2023 inclusive.
- Pay Mr I £300 in compensation for general distress and inconvenience.

### **My final decision**

I uphold Mr I's complaint and order Watford Insurance Company Europe Limited to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 10 October 2023.

Robert Short  
**Ombudsman**