

## **The complaint**

Mr B complains about the level of service provided by Aviva Insurance Limited when he made a claim on his commercial motor insurance policy. He wants compensation for the costs he incurred as a result.

## **What happened**

Mr B's van was damaged, and he made a claim on his policy. He said Aviva took too long to locate a repairer that could undertake the repairs, so he used a non-approved repairer. He was without his van, so he hired a replacement. And he wanted Aviva to reimburse these costs.

Aviva agreed that its service could have been better. It offered Mr B £100 compensation, which it increased to £200 after the complaint came to us, and it offered Mr B a loss of use payment of £15 a day for 18 days. But Mr B wanted his full hire costs reimbursed.

Our Investigator recommended that the complaint should be upheld in part. She saw Mr B was entitled to a small replacement car or van under his policy's terms and conditions. She thought Aviva had accepted that it had trouble locating a suitable repairer promptly. But she also thought Mr B had only allowed it four days in which to do this. She thought Aviva's increased compensation offer and its loss of use payment were fair and reasonable.

Mr B asked 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.

Mr B said he was out of pocket due to the hire charges he incurred because of Aviva's delays in arranging repairs and its level of service. I can understand that this must have been frustrating for him and that he wants his costs reimbursed.

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. And Aviva is required to deal with claims promptly and fairly. So I've looked at the claim journey for any avoidable delays.

Mr B told Aviva that he wanted to use its approved repairer in order to guarantee the repairs. Aviva then tried to locate a repairer that could undertake the work. But, because of the size of the van, this wasn't immediately possible. Mr B then said he'd use his own repairer and the repairs were completed 18 days later. During this time, Mr B hired a replacement van.

Aviva has accepted that its level of service could have been better as it wasn't able to quickly locate a suitable repairer. But it also said Mr B had only allowed it three working days in which to do this before he decided to use his own repairer to avoid further delays. I can understand Mr B's impatience, but I don't think this initial delay was unreasonable in the circumstances. And I can see that Aviva was making efforts to find a suitable repairer.

Mr B said he needed a replacement vehicle to avoid losing work. And so he hired a vehicle of a similar specification. Mr B's policy says that he isn't entitled to a courtesy vehicle if his

van is being repaired by a non-approved repairer. However, Aviva accepts that it wasn't able to quickly find a suitable repairer, as it should have done.

When a business makes a mistake, as Aviva accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer. Aviva said that if Mr B had used an approved repairer he would have been entitled to a standard courtesy car or van, equivalent to a small hatchback car, whilst his van was being repaired. And I can see that this is set out on page 10 of his policy booklet.

To put things right for Mr B, Aviva offered him a loss of use payment at £15 a day for the 18 days his repairs took to be completed. It said this was the cost of the small van Mr B was entitled to under his policy. I think this sufficiently restores Mr B's position. Mr B thought Aviva should have provided him with a like for like replacement van. But I can't say that Aviva was responsible for him hiring a van of a similar specification to his own as this was outside the policy's terms and conditions.

And Aviva has now offered Mr B £200 compensation for the trouble and upset caused by its level of service. Mr B said he'd felt let down by Aviva, that he had trouble contacting it, and then there was the stress of locating a suitable garage. I think this level of compensation reflects the impact of Aviva's level of service. And I think it's in keeping with our published guidance for the impact the error had. So I think it's fair and reasonable and I don't require Aviva to increase this.

### **Putting things right**

I require Aviva Insurance Limited to pay Mr B £200 compensation for the distress and inconvenience caused by its level of service and £270 compensation for his loss of use, as it's already agreed to do.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint in part. I require Aviva Insurance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 September 2024.

Phillip Berechree  
**Ombudsman**