

The complaint

Mr B has complained that his commercial vehicle insurer, Haven Insurance Company Limited ('Haven'), delayed repairing his car after it was stolen and then found in a damaged state.

All references to Haven include its agents.

What happened

In December 2023, Mr B made a claim on his commercial vehicle policy with Haven after his car was stolen. About a month later, he notified Haven that it had been found by the police and needed to be recovered as it had sustained damage. Haven arranged for it to be recovered and taken to one of its approved repairers.

Repairs took a long time to be completed, and the car was not returned to Mr B until January 2025. Mr B raised a number of complaints over this period including the fact that he had no courtesy car while the repairs were being carried out and had to hire a replacement in order to carry on working. Mr B was also unhappy about the length of time it took for the repairs to be completed.

Haven didn't uphold Mr B's complaint and said the delays were outside its control especially as some of the repairs had to be done by the main dealer whose actions it wasn't able to control. It also confirmed that Mr B's policy doesn't cover him for a replacement or courtesy car.

Mr B then brought his complaint to our service and it was considered by one of our investigators. Our investigator thought that Haven, though not responsible for the majority of the delays, was responsible for delays which amounted to around eleven weeks. Our investigator thought Haven should compensate Mr B for the cost of his hire vehicle over those eleven weeks and also pay him £250 for the distress and inconvenience it caused him.

Haven agreed with our investigator, but Mr B didn't. He said when the car was returned to him it had a lot of faults and scratches that had to be repaired. He also said he asked other repairers who said they would have completed the repairs in a much shorter time.

As there was no resolution the matter was passed to me to decide.

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.

It isn't in dispute Mr B was without a car from December 2023 when it was stolen to January 2025 when it was returned to him. So, what I need to decide is whether this delay was justified or not. And if not, how much of the delay Haven was responsible for if not all.

Chronology

The car was recovered to a salvage agent around the middle of January 2024, but it wasn't taken to an approved repairer until the latter part of February 2024. Haven said the engineer's report was prepared on 31 January 2024, which I think was reasonable in terms of timescales bearing in mind the damage to the car seems to have been quite extensive. A repairer was instructed the following day but couldn't take the car until a few weeks later. I don't think this delay could have been helped. Nevertheless, the approved repairer rejected the repair and said main dealer assistance was needed due to both keys being inactive.

I think there was a small delay at the start of February 2024, of about a week, where there was a delay in the key issue being identified.

The car was then taken to another repairer on 23 February 2024 who had to instruct a recovery specialist due to the car not starting and the keys being inactive.

Mr B inspected the car in early March 2024 but it wasn't booked in for a diagnostic check until 19 March 2024. I think there was a delay of two weeks at this point and I think Haven could have tried to book the diagnostic check as soon as the inspection was carried out.

The diagnostic check was to be carried out by the main dealer and was booked in for 6 May 2024. Haven has provided evidence to show that this was the earliest appointment it could find with the dealer. As this delay was to do with the dealer's availability, I don't think Haven was responsible for it. Nevertheless, the dealer refused to look at the car in its damaged state and so it was returned to the approved repairer. This caused further delays but I don't think Haven was responsible for them as it was the dealer's decision to return the car.

A week or so later the repairer identified that a new lock and key fob were required and had to order new parts. The parts didn't arrive until early June 2024 and not programmed onto the car until the end of June 2024. Though this had to be done by a contractor it isn't clear why this wasn't arranged sooner, and I think this caused around three weeks' delay which could have been avoided.

An updated estimate was prepared in early July 2024 and more parts were ordered and arrived over July 2024. In early August 2024 another locking wheel bolt set had to be ordered so mechanical works could be carried out and this was done in the middle of August 2024. I think there was further avoidable delay of around two weeks at this point as this was something that could have arguably been checked earlier.

The vehicle was painted in early September 2024 and Haven estimates this delay was due to the summer holiday season. But the refit wasn't commenced until early October 2024. Again, it isn't clear why this wasn't done earlier, but this caused a further few weeks' delays. At that point it was deemed necessary for the car to go to a dealer for a new electric battery underbody cover.

Haven confirmed that the vehicle wasn't taken to the dealer until the middle of December 2024, but this was again due to the dealer's availability which I think was outside Haven's control. The dealer said they had to wait for a special tool to be delivered by the manufacturer to complete the repairs which were completed towards the end of January 2025. I don't think Haven can be held responsible for delays from the point the car was waiting to be transferred to the main dealer. I say this as, unlike the approved repairer, I don't think the dealer is an agent of Haven's. It therefore doesn't have any control over its actions and for this reason I don't think Haven can be held responsible for any delays the dealer may have caused.

Overall, I think there were avoidable delays of around eleven weeks.

Replacement car

Mr B was unhappy that he wasn't provided with a courtesy car but under the terms of his policy the cost of a hire car for being unable to use his car or any consequential losses such as hire charges or loss of profits, is excluded. Nevertheless, in the specific circumstances where I think that Haven is responsible for some of the delays which in turn meant that Mr B had to hire a car for longer, I think it is fair and reasonable that it covers the cost of those losses. Put simply if it weren't for Haven's delays Mr B would have needed a hire car for a shorter period.

So, I think it is fair and reasonable that Haven compensates Mr B for reasonable hire charges for those eleven weeks. Mr B has provided his hire invoice which I presume was for the total hire period which came to just under £3,000 which seems to suggest that the daily/weekly rate he was paying was reasonable. As this isn't a cost normally covered under the policy, I don't think Haven needs to pay any interest on the amount it pays Mr B.

I appreciate Mr B has consulted other repairers who said they would have completed the repairs within half the time Haven took to repair them. I have no reason to doubt Mr B but I think it is difficult for another repairer to say with certainty how long a repair would have taken bearing in mind that this can often depend on external factors such as part availability or, as in this case, having to consult the main dealer.

I see that Mr B was chasing Haven for updates throughout the period when his car was in for repairs and was clearly explaining the impact the delays were having on him. And I can also see from the messages he was receiving from the repairers that the completion date was constantly being pushed back. I think this must have been very frustrating and distressing for him. In the circumstances I think Haven should pay him £250 compensation for the distress and inconvenience it caused him.

Mr B said that his car was returned to him in a damaged state but as this complaint was made after the original complaint was brought to our service and as Haven hasn't had a chance to consider it, it is something Mr B will have to raise separately with Haven. And if he is unhappy with its response, he may bring a further complaint to our service.

My final decision

For the reasons above I have decided to uphold this complaint. Haven Insurance Company

Limited must reimburse Mr B's reasonable hire fees for a period of eleven weeks. This is subject to him providing Haven with the necessary invoice and payment evidence in support. It must also pay him £250 compensation for the distress and inconvenience it caused him.

Haven Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this it must also pay interest on it from the deadline date for settlement to the date of payment at 8% a year simple.

If Haven Insurance Company Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a tax deduction certificate if he asks for one so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 September 2025.

Anastasia Serdari
Ombudsman