

The complaint

Mr A, has complained about the way his commercial vehicle insurer, Haven Insurance Company Limited ('Haven'), dealt with a claim he made on his policy after his vehicle was damaged in a collision with a third party.

All references to Haven include its agents.

What happened

In November 2023, Mr A was involved in an accident which wasn't his fault and which resulted in some damage to his vehicle. He reported the matter to Haven who made arrangements for the vehicle to be repaired by one of its approved repairers.

As the vehicle was still driveable, Mr A was able to use it until it went in for repairs. The repairs were initially booked in for February 2024 but this was pushed back to 2 April 2024 and the vehicle was returned on 8 May 2024.

Mr A wasn't happy with the way the repairs were being progressed and said that they could have been completed much sooner. He said the garage told him that it was still waiting for a part but he had done his own research and was aware that the particular part was already available. He added that the garage then said it had ordered the wrong part which is why there was a delay.

Mr A said he uses his vehicle for work and while it was in for repairs, he wasn't able to work and suffered a loss of earnings. He wanted Haven to make a loss of earnings claim on his behalf to the other side but was unhappy when told he would have to do this directly, as Haven had already recovered all insured losses (its outlay) from the third-party insurers.

Haven agreed to present the loss of earnings claim to the other side who agreed to pay for one week's worth of earnings but no more. Haven also responded to Mr A's complaint but didn't uphold it. It said the reason it didn't initially present the loss of earnings claim to the other side was because the solicitors it had instructed recovered its outlay before there was any need to issue court proceedings. It explained that as the loss of earnings claim isn't covered under his insurance policy, it is considered an uninsured loss which is why it said Mr A would have to liaise directly with the third-party insurer about it.

Unhappy with Haven's response Mr A brought his complaint to our service. He also said that when the vehicle was returned to him it still had faults and needed to be taken back to the garage for further repairs. He wanted to recover his loss of earnings in full, and to be compensated for the distress and inconvenience he suffered due to the delays and the faulty repairs.

One of our investigators reviewed the complaint and thought Haven should pay Mr A £200 for the distress and inconvenience it caused him. Our investigator didn't think Haven was responsible for Mr A's loss of earnings claim. She noted that Mr A had rejected the offer of a credit hire vehicle and thought going into credit hire would have been a reasonable step Mr A could have taken to minimise his loss.

Mr A didn't agree. He said that he didn't take up the offer of a credit hire vehicle as he found the questions asked by the credit hire company to be too intrusive and personal and also because he thought the repairs would take 15 hours in total. He didn't agree that he had failed to mitigate his loss of earnings claim and said he visited the garage a number of times to speed matters up.

Mr A asked for the matter to be reviewed by an ombudsman and the matter was then passed to me to decide. Before I proceeded with my decision, I informed both parties that I would also be considering Mr A's complaint about the faulty repairs in my decision. And that I was considering awarding £300 compensation overall. Mr A queried whether this was in relation to his loss of earnings claim and our investigator explained that this was an increase on the award she made, from £200 to £300. And that it wasn't a loss of earnings award.

As there were no further comments from the parties I decided to proceed with my 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.

Haven hasn't provided the exact policy booklet in force at inception so I have used the May 2023 version published on its website. I think it is more likely than not that the relevant policy terms will be very similar, if not the same in both policies. These are also terms which are very common in most insurance policies. Even if minor wording differences exist, they wouldn't alter my conclusions because the decision turns on Haven's responsibility for its approved repairer and Mr A's duty to reasonably mitigate uninsured losses.

The policy provides cover in the event the car is damaged as a result of, among other things, an accident. Under the policy, Haven will arrange for the car to be repaired if it is repairable. The repairs can be done by an approved repairer or a repairer of the customer's choice though this may cause delays.

Haven arranged for one of its approved repairers to carry out the repairs. From what I can see, the vehicle was taken in for repairs on 2 April 2024. Mr A chased for an update on 11 April 2024 and was told he would have an estimated completion date by the following week. Mr A called again a few days later and said the garage told him it couldn't estimate when the repairs would be completed as it was still waiting for a part to come in. Mr A called Haven around 10 days later and said that he found out through his own research that the particular part can be sourced within two days. Haven called the garage and was told it had ordered the wrong part and that they estimated the repairs to be done by the end of April 2024. The repairs were completed at the start of May 2024.

From what I have seen, I think the garage did cause some delays by ordering the wrong part

though it is difficult to estimate the additional delay this caused as the garage did not provide this information to Haven, despite it asking it to. Mr A said that he believed it would take 15 hours, but I don't think 15 hours of labour would necessarily translate to 15 hours for the vehicle to be repaired overall. This also depends on other factors including part availability, paint cycles etc. Nevertheless, I agree that ordering the wrong part caused an unnecessary delay and as Haven is responsible for the garage's actions, I think it should compensate Mr A for the distress and inconvenience this unnecessary delay caused him.

Mr A was also unhappy that repairs weren't done to a good standard originally and the vehicle had to go back for further repairs. I can't see that this is something Haven has disputed, and I think this is something that will have caused Mr A further inconvenience.

Overall, I don't think the matter was dealt with as well as it could have been and I think it is fair and reasonable that Haven pays Mr A £300 compensation in total for the distress and inconvenience it caused him. This reflects the avoidable delay from the wrong part, and the added inconvenience of returning the vehicle due to workmanship concerns. That level is consistent with awards we make for similar levels of distress and inconvenience.

Mr A also made a claim for loss of earnings between 2 April 2024 and 8 May 2024, at £625 per week. The other side agreed to pay for one week's loss of earnings but no more. As I said above, I think Haven's repairers were responsible for some delays, nevertheless, this doesn't necessarily mean that Haven should be responsible for the remaining loss of earnings claim. I say this because, Mr A will have inevitably been without his car while it was in for repairs, even without the garage ordering the wrong part. But also because he has a responsibility to take reasonable steps to minimise his losses. And in these specific circumstances I haven't seen enough evidence to persuade me that Mr A did this.

Haven initially referred Mr A to a credit hire provider so he could use a hire car and carry on working. However, Mr A didn't proceed with this. Haven spoke to Mr A again on 26 April 2024 and advised him to contact the credit hire company again as it wasn't sure how long the repairs would take. I can't see that Mr A did get in touch with them though I accept Mr A felt uncomfortable with the credit-hire questionnaire. Even so, the duty to mitigate remains. And I think reasonable alternatives could have included privately hiring a suitable vehicle, even for part of the repair period. In these specific circumstances, I can't fairly shift the resulting uninsured earnings loss to Haven. And for these reasons, I don't think Haven has to compensate Mr A for this loss.

Mr A was also unhappy because he believed Haven hadn't put his loss of earnings claim to the other side. From what I can see I don't think this is correct and Haven did put his claim to the other side which I think was fair and reasonable. Loss of earnings is an uninsured loss under Mr A's policy. Haven had no obligation to pursue it, but it nonetheless presented the claim to the third party, which offered one week's loss. That outcome doesn't necessarily mean Haven is responsible for the remaining loss of earnings; it reflects the third party's assessment of the loss and what it considers to be a reasonable offer for it.

I appreciate Mr A will be disappointed with my decision and I understand he feels strongly that Haven should compensate him for the fact that he wasn't able to work while his car was at the garage. I recognise Mr A's work was disrupted and that the process was frustrating. But for the reasons I have given above, I think Haven should only pay the distress and

inconvenience award I made above.

My final decision

For the reasons above I am upholding this complaint and asking Haven Insurance Company Limited to pay Mr A £300 compensation in total 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 A 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 A how much it's taken off. It should also give Mr A 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 A to accept or reject my decision before 9 January 2026.

Anastasia Serdari
Ombudsman