

## The complaint

Mr L has complained about the handling of his claim by Aviva Insurance Limited under his Mini-Fleet Insurance policy.

Any reference to Aviva includes its agents.

## What happened

The full details of this complaint are well known to both parties, so I will not repeat them again here.

Briefly, Mr L made a claim following the theft of a lorry, a trailer and a livestock container. Aviva eventually settled his claim for the lorry and trailer after a lengthy delay. But it refused his claim for the livestock container on the basis it was not covered by his policy. Mr L complained to us about the delays on his claim and Aviva's refusal to pay anything for his livestock container.

One of our investigators considered the complaint about Aviva's decision to decline Mr L's claim for the livestock container separately. And I eventually issued a final decision on that complaint requiring Aviva to settle Mr L's claim for it.

Our investigator issued her view on this complaint about the delay by Aviva in dealing with Mr L's claim for the lorry and trailer. But she did not consider the delay in it dealing with the delay caused by Aviva's refusal to settle his claim for the livestock container.

She said the £1,000 Aviva had offered in compensation was sufficient for the distress and inconvenience Mr L had experienced due to the delay on his claim up to August 2025.

She also said that Aviva should appoint a forensic accountant to report on the financial impact on Mr L's business of the delay on Mr L's claim for the lorry and trailer from 1 March 2025 to one month after the date he received the settlement amounts for these items. And that Aviva should compensate Mr L for any loss it considers he experienced in this period due to being without them.

Mr L didn't accept our investigator's view. He didn't think £1,000 was adequate compensation for the distress and inconvenience he experienced in the period referred to by the investigator due to, what he described as, Aviva's incompetence. He said that he should be paid interest to compensate him for being deprived of the funds due to him for his lorry and trailer. However, he didn't comment on our investigator's suggestion that Aviva should appoint a forensic accountant to assess his business loss and pay whatever it thought this was.

I issued a provisional decision on 23 March 2026 in which I set out what I'd provisionally decided and why as follows:

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

*I have only considered the impact of the delay on Mr L's claim up until 29 August 2025 when we converted his complaint about this and let Aviva know we had done so. But I have considered the impact of the delay on the settlement of the claim for all three of the items Mr L claimed for up to this point. This is because it is now clear from my final decision on Mr L's complaint about Aviva's refusal to pay his claim for the livestock container that it should have settled his claim for this by the end of February 2025, i.e. at the same time as our investigator suggested Aviva should have settled Mr L's claim for his lorry and trailer.*

*If Mr L wants to complain about any distress and inconvenience he has experienced and any financial loss he has suffered due to the delay in Aviva settling his claim in full after 29 August 2025, he will need to make a new complaint about this to Aviva. And, if he is not happy with Aviva's response to this or eight weeks has passed since he made this complaint we can then consider it.*

*I've noted what Mr L has said about the level of compensation he has received for the delays up to 29 August 2025. However, I'm satisfied that the £1,000 in total offered by Aviva is sufficient to compensate him for the delays on his claim up to this point. This is because it is in line with what I'd expect an insurer to pay for the level of distress and inconvenience Mr L experienced. And if I were to award more than this, it would be out of line with what I'd normally award and so not fair and reasonable in all the circumstances. It seems that Aviva has only paid £200 of this compensation so far, so it will need to pay Mr L the remaining £800.*

*It is clear that the delay on the claim for Mr L's lorry, trailer and livestock container could well have impacted the income and profit of his business. This is because it is most likely his ability to carry out his normal business activities was impaired without these items. And I agree with our investigator that the best way to assess the impact of this is for Aviva to appoint a forensic accountant to look at Mr L's business accounts and work out what financial loss he suffered, if any, as a result of being without these items. However, I think the period the accountant needs to consider is from 1 March 2025 to 29 August 2025 when we converted Mr L's complaint about the delay on his claim. I have chosen 1 March 2025 because this is when I think Mr L would have been able to replace these items if Aviva had handled his claim for them as it should have done.*

*I do not think that Aviva needs to pay Mr L interest on the money he received in settlement of his claim for the lorry and the trailer. This is because I consider it is most likely Mr L would have spent these funds more or less straight away if he had received them earlier, in order to replace the lorry and trailer and start the process of getting his business back on track. I appreciate the cost of replacing second-hand vehicles may have gone up in the intervening period. But the settlement amounts he received were based on the value of the vehicles at the point they were stolen. So, by the time Mr L received the funds, the cost of obtaining like for like vehicles the same age as the ones that were stolen would have been lower than this.*

### **My provisional decision**

*For the reasons set out above, I've provisionally decided to uphold Mr L's complaint and require Aviva to do the following:*

- *Pay Mr L a further £800 in compensation for distress and inconvenience.*
- *Appoint a forensic accountant to report on the impact on Mr L's business of it being without his lorry, trailer and livestock container from 1 March 2025 to 29 August 2025. Aviva should compensate Mr L for any loss the forensic accountant determines his business has suffered in this period due to the delay in settling his claim.*

I gave the parties until 6 April 2026 to provide further comments and evidence in response to

my provisional decision.

Mr L has responded to say that he accepts my provisional decision. And Aviva has not provided any further comments or evidence.

### **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.

As Mr L has accepted my provisional decision and Aviva hasn't provided any further comments or evidence, I see no reason to depart from what I set out in it as the fair and reasonable outcome to Mr L's complaint.

### **Putting things right**

For the reasons set out in my provisional decision, I've decided to uphold Mr L's complaint and require Aviva to do the following:

- Pay Mr L a further £800 in compensation for distress and inconvenience.
- Appoint a forensic accountant to report on the impact on Mr L's business of it being without his lorry, trailer and livestock container from 1 March 2025 to 29 August 2025. Aviva should compensate Mr L for any loss the forensic accountant determines his business has suffered in this period due to the delay in settling his claim.

### **My final decision**

I uphold Mr L's complaint about Aviva Insurance Limited and require it 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 L to accept or reject my decision before 5 May 2026.

Robert Short  
**Ombudsman**