

## **The complaint**

Mr and Mrs M complain about how Liverpool Victoria Insurance Company Limited ("LV") has handled their motor insurance claim.

Mrs M is the policyholder and Mr M is a named driver on the policy. Most of the communication regarding the claim and complaint has been from Mr M. So, I'll refer mainly to him in my decision.

LV is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As LV has accepted it is accountable for the actions of the agents, in my decision, any reference to LV includes the actions of the agents.

## **What happened**

In early 2022, Mr and Mrs M made a claim under their motor insurance policy with LV after their vehicle was damaged in an accident.

LV arranged for its recommended repairer to carry out repairs to the vehicle, and it was returned to Mr M in April 2022. However, there were several issues with the quality of the repairs. The vehicle was returned to the garage for rectification work on more than one occasion.

Mr M complained to LV who responded in late August 2022. It said Mr M's car had recently gone back to the garage and an inspection had been arranged to check the recent repairs and the paintwork.

It apologised for the inconvenience caused by repairs not being carried out to an acceptable standard. It paid him £200 for inconvenience and £150 to compensate him for the calls he'd made and the fuel he'd used travelling to the garage.

When the vehicle was returned to Mr M in October 2022, he found that there were still some issues. He told LV the headlights weren't working as they should, and the washer jets didn't work. Mr M told LV he didn't want his vehicle to go back to its recommended repairer. He took it to a manufacturer's main dealer.

LV re-opened Mr M's complaint and sent him a follow up response. It said its engineer, who had signed off his car in September, had said that the correct headlights had been fitted. The manufacturer's dealer had advised that the vehicle was not fitted with AFL (Advanced forward lighting), so it wouldn't move 15 degrees as Mr M had claimed. The engineer also said the washer was working.

LV said it wouldn't be arranging a further inspection as it was satisfied the headlamp was the correct specification and there were no issues with the hose. LV acknowledged that Mr M was disappointed that its recommended repairer had contacted the manufacturer's dealer. But it said it was usual for authorised costs of further rectification work to be passed back to the original repairer to settle.

Mr M remained unhappy and asked our service to consider his concerns. He said LV had refused to carry out further repairs as it didn't believe his car should have the advanced lighting system. He said the wrong headlight and / or modules had been fitted by LV's recommended repairer.

LV told us Mr M had been in subsequent communication with its engineer and the manager at its recommended repairer. It said the manufacturer's dealer had originally advised LV that Mr M's vehicle did not have AFL lights fitted. However, the engineer and recommended repairer had since established this information was incorrect. LV said it had authorised for the headlight modules in both headlights to be changed at a cost of £1,733 but it wasn't guaranteed to fix the issue.

Our investigator didn't think Mr and Mrs M's complaint should be upheld. He thought the £350 LV had paid them was fair compensation for the matters it was responsible for. He didn't think LV could be held responsible for ongoing issues with the manufacturer's dealer as it wasn't an agent of LV.

Mr M asked for the complaint to be escalated. He said it had been confirmed that his vehicle should have the lighting system it was disputing and provided evidence from the manufacturer's dealer to support this. He said the manufacturer's dealer had admitted previously giving false information to LV and its recommended repairer and they were in communication to resolve things. He said he hadn't been treated in a professional manner by LV and the recommended repairer. So, the complaint has been 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.

Having done so, I've decided not to uphold Mr and Mrs M's complaint. I'll explain why.

LV says there was a delay in repairs initially being carried out because parts were unavailable. It's also acknowledged issues with repairs carried out by its recommended repairer which meant that the car needed to be returned twice for further work.

I appreciate this was frustrating for Mr and Mrs M who were also inconvenienced by having to contact LV and go back and forth to the garage. However, I think the £350 compensation LV paid them in response to their complaint was reasonable.

The main outstanding issue since the car was returned to Mr and Mrs M in October 2022, was the headlights. Mr M said the headlights on his vehicle were supposed to turn up to 15 degrees with steering, but since the accident this no longer worked.

I can see that LV arranged for Mr M to have a hire car while his vehicle was with the manufacturer's dealer. According to LV's notes its recommended repairer contacted the manufacturer's dealer and was told that Mr M's model of car never had swivel lights and there was no fault or damage.

I appreciate Mr M was unhappy that LV's recommended repairer contacted the manufacturer's dealer without his permission. However, the recommended repairer would be responsible for settling the costs of any rectification works carried out by the manufacturer's dealer. So, I think it was reasonable it would want to understand what further repairs might be required.

I understand that the manufacturer's dealer has since acknowledged giving LV's recommended repairer the wrong information about the headlights at the time. I don't think it was unreasonable for LV to have relied on the information it was given.

Following further contact between Mr M, LV's engineer and the recommended repairer, LV has accepted that Mr M's vehicle did have AFL headlights. The recommended repairer authorised for the headlight modules in both headlights to be changed as the manufacturer's dealer suggested this might fix the issue. Mrs M told us the car was booked in with the manufacturer's dealer in July 2023 and Mr M says it went back into the dealer in August 2023.

It's unclear if the issue with the headlights has been resolved. However, I think LV has taken reasonable steps to try to put things right for Mr and Mrs M. The recommended repairer says it authorised costs of £1,733 for the manufacturer's dealer to change the headlight modules, even though they couldn't guarantee it would fix the issue.

I appreciate this situation has been frustrating for Mr and Mrs M and it's gone on for a long time. However, I can't hold LV responsible for the actions of the manufacturer's dealer as this isn't one of its agents. I don't think it was unreasonable for LV to have relied on the information from the manufacturer's dealer who is a specialist in Mr and Mrs M's make of vehicle. Once it was established that this information was wrong, LV gave approval for works to be carried out to try to rectify the issue. The availability of parts and the manufacturer's dealer's capacity to carry out repairs were beyond LV's control. From what I've been told, the vehicle was safe and legal to drive.

I know my answer will be disappointing for Mr and Mrs M. But I think the £350 LV has already paid them sufficiently recognises the distress and inconvenience it's responsible for. So, I don't require it to pay any further compensation in respect of this complaint.

### **My final decision**

For the reasons I've explained, I don't uphold Mr and Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 4 December 2023.

Anne Muscroft  
**Ombudsman**