

The complaint

Mr M complains about how Liverpool Victoria Insurance Company Limited (LV) dealt with two claims made on his motor insurance policy. He wants it to reimburse one policy excess.

What happened

Mr M was involved in two separate incidents within a few days. He made claims on his policy and LV arranged repairs. But Mr M was unhappy as LV charged him two policy excesses even though the damage from the incidents was in the same area and needed just one repair job to fix it.

Our Investigator didn't recommend that the complaint should be upheld. She thought there had been two separate incidents that had caused two areas of damage. And so two claims were made. And she thought LV correctly recorded this and charged two policy excess amounts in keeping with the policy's terms and conditions.

Mr M replied asking for an Ombudsman's review, so the complaint has come to me for a final decision. He thought it wasn't reasonable that he was expected to pay twice for one repair. He thought the repairs made for the second incident also repaired the damage caused in the first incident.

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.

I can understand that Mr M feels frustrated that he had to pay his policy excess twice. I can see that he is an experienced motorist and I have noted his arguments for why he thought this was unreasonable. 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.

In the first incident, another driver hit the rear bumper of Mr M's car. The damage, which I don't think is in dispute, was to the driver's side of the rear bumper. In the second incident, a cyclist collided with the rear of Mr M's car. The damage this time was to the passenger side rear tailgate and bumper.

Mr M made two claims. LV said these were two separate incidents and it recorded them as two claims and it asked for payment of two policy excesses. There were two separate incidents and the damage caused was in different areas, so I think LV reasonably recorded two separate claims in keeping with its responsibility to record accurate information.

The policy requires the policy excess to be paid as the first part of any claim. And so LV asked Mr M to pay his £250 policy excess twice. I think that's in keeping with the policy's terms and conditions. So I've then considered whether that was fair and reasonable.

Mr M said when LV repaired the damage from the second incident it would also have had to repair the damage to the bumper from the first incident. But LV's engineer disagreed. He said the damage to the bumper from the second incident could have been polished out by the repairer, but the tailgate needed repair. And the bumper was repaired, not replaced, by

the repairer. So the two areas of damage would have required separate repairs. From what I can see, LV's repairer used its discretion and then repainted the whole bumper.

Mr M said, from his experience, the damage to the bumper from the second incident couldn't have been polished out. But, as our Investigator explained, we're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision about repairs.

I can understand that Mr M feels his opinion on the repairs should have equal weight as an engineer's. But I think it's reasonable for LV to rely on its qualified engineer's expert opinion. I can see that LV reviewed its decision in light of Mr M's views and photographs. I can't see that there's any further evidence that it should have considered. So I'm satisfied that LV has justified its decision to treat the two incidents as separate claims and so request two policy excesses.

So I think LV has acted fairly and reasonably, and in keeping with the policy's terms and conditions. And I don't require it to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 20 September 2023.

Phillip Berechree
Ombudsman