

The complaint

Mr O has complained about the availability of a suitable replacement car and further damage when he made a claim under his car insurance policy with Liverpool Victoria Insurance Company Limited (LV).

What happened

In December 2022 Mr O's car required repair following an incident. LV arranged for an approved repairer (AR) to collect Mr O's car for repair.

Mr O had enhanced guaranteed hire car cover under his policy with LV. This meant that in the event of Mr O's car needing repair, LV guaranteed to provide a similar replacement car. Mr O's car was a seven seater vehicle.

However, when LV made enquiries, a seven seater vehicle wasn't available from the hire car company and so Mr O was without a car for four days. It was agreed that the AR would carry out temporary repairs as Mr O needed a larger car to travel for holiday.

The AR returned Mr O's car to his home address and dropped the keys in the letterbox. When Mr O's daughter returned home, she noticed a wing mirror on Mr O's car had come off.

Mr O complained to LV. He was unhappy with the unavailability of a similar hire car. He said the AR should have folded the wing mirrors in to prevent the risk of damage as the road outside his home is a busy main road. Mr O wanted LV to meet the costs to replace the wing mirror.

LV upheld part of Mr O's complaint. It was sorry that a similar replacement car wasn't available. It said it would pay Mr O £100 compensation. This included a payment of £15 a day for loss of use for four days.

LV didn't agree the wing mirror damage caused to Mr O's car after the AR had returned it was LV's responsibility. It said Mr O could make a second claim and it would reduce the excess due by half, which Mr O didn't agree to.

LV said that as it had delayed responding to Mr O's complaint, it agreed to pay half of the costs Mr O subsequently paid to have the wing mirror replaced as a goodwill gesture.

Mr O remained unhappy. Our Investigator thought LV had done enough to put things right.

Mr O didn't agree. He said LV had a duty of care. As its agent (the AR) failed to fold in the wing mirrors when leaving his car on a busy main road, he believes LV failed in its duty of care.

So Mr O wants an ombudsman 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.

When things go wrong we look at what the impact was, and what the insurer did to put things right.

LV accepts that it wasn't able to provide Mr O with a seven seater replacement vehicle which he was entitled to under the policy. When a customer has loss of use of a car, we generally think an insurer should compensate for this loss at a rate of £10 a day. In this case, according to LV's notes, Mr O was without a replacement car for four days. As LV paid compensation of £100, this is more than we would generally award in these circumstances, and so I think LV has acted fairly here.

I understand it must have been upsetting to discover that Mr O's car had been damaged after being repaired and dropped off by the AR. However, there isn't any evidence to show that the wing mirror damage was directly caused by the AR. There is no evidence of an instruction for the AR to fold the wing mirrors in. Mr O's car was left where intended. So I can't safely conclude that LV failed in its duty of care here.

I think that LV has done enough to put things right in this case. So I'm not asking it to do any more.

My final decision

My final decision is that I don't uphold this complaint.

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

Geraldine Newbold
Ombudsman