

The complaint

Mr B complains that Liverpool Victoria Insurance Company Limited (LV) won't fully repair his car following a claim made on his motor insurance policy. He's also unhappy with its level of service.

What happened

Mr B made a claim on his policy after his car hit a kerb. LV took the car for repairs, but it said damage to the bumper and window regulator were unrelated to the claim. Mr B discussed this with LV's engineer, and it agreed that damage to the lower bumper would be covered. It said Mr B should get a dealer's report to show that the damage to the regulator was accident related.

But another engineer later agreed for an independent engineer to inspect the car. His report said the damage to the window regulator was unrelated and so LV wouldn't include it in the claim. Mr B was unhappy with this, that LV's engineer had been rude to him, and that LV hadn't handled or responded to his complaint well.

Our Investigator didn't recommend that the complaint should be upheld. She explained that we couldn't consider Mr B's concerns about his complaint as complaint handling per se isn't a regulated financial activity. She thought LV had reasonably considered the evidence and agreed to include the bumper in the repairs but not the window regulator. And she thought its apology for the engineer's level of communication was sufficient as this hadn't caused Mr B any loss.

Mr B replied that he understood why LV hadn't repaired the window regulator. But he thought LV should pay him £50 compensation for the rudeness of its engineer. Mr B asked for an Ombudsman's review, so his complaint has come to me for a final 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.

I can understand that Mr B would want his car fully repaired following his accident. And I can understand that he felt frustrated that LV removed the bumper and window regulator from the claim. But I think it's for Mr B to show that he has a valid claim.

LV's engineer thought the bumper damage was unrelated as there was paint transfer. But after Mr B explained that this was from an unrelated matter and that the damage was to the lower bumper, LV added this to the claim. I think that was fair and reasonable.

But the engineer said the damaged window regulator was unrelated as it was on the opposite side of the car to the impact. He said that Mr B should get a dealer's report to show this was accident-related rather than due to wear and tear. I can understand that this would cause Mr B some trouble and inconvenience. But, again, I think it's for Mr B to show that he has a valid claim.

Another engineer at LV then agreed to arrange an independent inspection, by error. We believe that an independent inspection is good practice where there is conflicting

engineering evidence. Mr B had yet to show that this damage was accident related. So I think LV did more than I would expect when it honoured this arrangement and also extended Mr B's hire whilst his car was inspected.

The independent engineer confirmed that the damage was due to wear and tear and that this was common with the make and model of Mr B's car. So I think LV justified its decision not to carry out this repair.

Mr B was unhappy with the attitude and language used by LV's engineer. I've listened to this call recording. I can understand that Mr B felt frustrated that the engineer wouldn't accept his opinion that the window regulator had been damaged by the accident. But I don't think LV's engineer was rude or dismissive.

I can hear that he tried to understand Mr B's point of view and arguments. And he accepted the bumper claim when Mr B explained how and where it occurred. So I think LV's apology for his choice of some words was fair and reasonable. But, in keeping with our published guidance, I don't think it warrants any compensation.

Mr B was unhappy that LV hadn't recorded his complaint when he first raised it and so he had to repeat this a week later. And he was unhappy that LV's response to his complaint wasn't detailed. But I think this is a complaint about complaint handling. And this isn't a regulated financial activity. So this isn't something I can consider.

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 B to accept or reject my decision before 1 February 2024.

Phillip Berechree
Ombudsman