

The complaint

Mr H has complained that that Liverpool Victoria Insurance Company Limited unreasonably refused to pay his claim to repair his car under his motor policy.

What happened

Mr H said that in January 2023, his car experienced a complete function shutdown. It was taken to a main dealer for investigation and Mr H made a claim to LV.

Following the reports from Mr H's main dealer LV was of the view that the issues with Mr H's car weren't covered by its policy as they concerned mechanical breakdown issues of a wear and tear nature.

Mr H remained dissatisfied and brought his complaint to us. The investigator didn't think LV had done anything wrong in refusing to pay Mr H's claim. Mr H disagreed so his 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'm not upholding this complaint. I'll now explain why.

Motor policies including the one provided by LV provide cover to repair a car in strictly defined circumstances.

In Mr H's policy it defines wear and tear as *'unavoidable damage caused by general use over time.'*

Under section 1 *'Damage to your car'* it details the scenarios in which a claim might be made for damage. This clearly states the following:

'If your car and/or its accessories are damaged by accident or vandalism (even in your garage) we'll either:

- pay for it to be repaired; or*
- replace what's damaged; or*
- pay the market value of your car if it's a total loss (and when we've agreed this with you, your car will become our property).'*

Under section 2 *'Fire and Theft'*, it says the following:

'If your car and/or its accessories (even in your garage) are lost or damaged by fire, lightning, explosion, theft, or attempted theft, we'll either:

- pay for it to be repaired; or*

- *replace what's lost or damaged; or*
- *pay the market value of your car if it's a total loss (and when we've agreed this with you, your car will become our property).'*

There is no evidence that Mr H's car was damaged by accident, vandalism, fire, or theft. The evidence is that his car wouldn't start or function due to water ingress from a damaged or perished windscreen washer pipe. Therefore, if the reason for Mr H's car not working isn't something that is insured by LV's policy – called an insured peril - LV has no obligation to pay Mr H's claim. Consequently, I consider LV has done nothing wrong in refusing to pay Mr H's claim. Insurance policies do not cover every eventuality and all insurers are perfectly entitled to decide which risks they wish to cover and which they don't.

There's no issue or question about what maintenance or not Mr H carried out on his car as that's largely irrelevant for the purposes of this complaint. Generally, it is for Mr H to prove his claim was something that was covered by his policy and in this instance I consider his claim wasn't an incidence of the type covered by this policy and wouldn't generally be covered by any other motor policy either.

LV was commendable in trying to get further information from Mr H's garage too, but none was forthcoming. There was some talk that possibly a windscreen replacement which was previously covered by LV might have caused the damage to the windscreen washer pipe, but Mr H's garage was unable to provide any further information on that. Consequently, without such evidence there is nothing to show me that this would be at all material to the matter. Generally, such things like water or fuel pipes splitting, lightbulbs needing replacing, brake pads requiring replacing etc are all issues that aren't covered by these motor policies which are required by law to insure one's car.

My final decision

So, for these reasons it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 September 2023.

Rona Doyle
Ombudsman