

## **The complaint**

Mr P complains about Liverpool Victoria Insurance Company Limited's ("LV") handling of his car insurance claim.

## **What happened**

Mr P says there was an attempt to steal his car which, although unsuccessful, did cause significant damage to his car. So, Mr P made a claim to LV. Mr P says the breakdown vehicle which collected his car didn't bring the right equipment so he and the recovery driver had to push his car on to the rear of the breakdown vehicle. And, the recovery driver didn't ask Mr P to remove his dashcam. Mr P also says it took around a week for his car to be transported to the garage for repairs.

Mr P says he waited several weeks for an update and, when LV contacted him, it was to ask for a crime reference number but no update about his car. Mr P says he chased LV for an update but the responses were slow and contained insufficient information without any indication on when his car would be repaired. Mr P says this went on for a few months and he then received contact from LV to say his car had been repaired. Mr P says when his car was delivered, the repairs weren't complete so the delivery driver loaded his car back on the transporter and Mr P spoke with a manager who agreed to rectify all of the problems.

Mr P says his car was returned again but there were still issues. He says, although there was still much work outstanding, he had to accept it conditionally as he needed his car for work. Mr P says his car wasn't safe to drive as the driver and passenger doors could've opened at any time. Mr P says LV suggested an independent company inspect his car but he had concerns about this company as he researched them and noted lots of negative feedback from customers. Mr P says he raised this with LV but they dismissed his concerns. Mr P says he had to agree to this company carrying out an inspection but feels the inspector lied, didn't listen to his concerns and didn't do what was promised. Mr P complained to LV about their handling of his claim and listed a number of issues with his car which he felt still hadn't been resolved by LV.

LV responded on 24 April 2020 to address the issues raised by Mr P in relation to the collection of his car and the delivery to the garage. As a resolution to these complaints Mr P received £250, broken down as £100 directly to Mr P to contribute towards travel costs and £150 of the excess being waived. LV sent a further complaint response on 24 June and said, when the car was returned to Mr P and the repairs weren't completed correctly, they took his car back and they offered Mr P the use of a courtesy car which he declined. They said, as Mr P's car wasn't repaired in full the first time, it was delivered back and they arranged to waive the remaining £150 excess to apologise for the further problems caused to Mr P. Our investigator looked into things for Mr P. She felt LV should cover the cost to Mr P to resolve the issue with his dashcam and should also write a letter of apology to Mr P. LV agreed but Mr P disagreed so the matter has come to me for a 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.

Having done so, I've decided to uphold the complaint. And, I think the investigator's recommendation is a fair way to resolve matters. I understand Mr P will be disappointed by this but I'll explain why I have made this decision.

### *Complaint response in April 2020*

We're not free to consider every complaint a customer brings to us. We operate under a set of rules laid down by Parliament under the Financial Services and Markets Act 2000, published by the Financial Conduct Authority and known as the DISP rules. These set out the extent of our powers, including the time limits that apply to our complaints. The rules say that, unless the business consents, or there are exceptional reasons to explain the delay, we're unable to consider a complaint made more than six months after the date on which a business sent a complainant its final response.

The relevant rule is DISP 2.8.2. This says we can't consider a complaint if the complainant refers it to us:

*(1) more than six months after the date on which the respondent sent the complainant its final response.. ....*

*unless...*

*(3) in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R...was a result of exceptional circumstances...*

LV sent their final response to Mr P on 24 April 2020. I can see that the email explained that Mr P had six months to bring his complaint to our service if he remained unhappy and that LV wouldn't give consent for us to look at it if Mr P brought it out of time. This means that Mr P would have had until 24 October 2020 to bring his complaint about the collection of his car and the delivery to the garage.

We received Mr P's complaint on 30 October 2020. So, Mr P brought his complaint to us outside of the required six-month time limit.

The rules do allow me to consider the merits of a complaint outside the time limits, where the delay is due to exceptional circumstances. DISP 2.8.4 G gives an example of exceptional circumstances where a complainant has been or is incapacitated. Mr P hasn't given this service evidence to suggest that there was an exceptional reason for the delay in bringing his complaint. So, it doesn't change my decision that this service can't consider the merits of this part of Mr P's complaint as he is out of time to bring this complaint to this service.

### *Delays in carrying out repairs*

I can see Mr P is unhappy about the length of time it took for LV to carry out repairs to his car. I can see Mr P contacts LV at the end of April 2020 to ask for an update. He says LV have his car which still hasn't been repaired.

LV respond and apologise for the delay in the repairs and lack of communication. LV explain the repairing garage had closed in March due to the Covid-19 pandemic and the repairs couldn't proceed until the garage had authorisation to reopen. They explain the garage hadn't been given notice of the closure and they couldn't get through to Mr P when they were updating customers.

In mid-May, LV email Mr P to say they know some of their garages are now starting to reopen and they can see the garage holding Mr P's car has reopened and work on the repairs has restarted. LV continue to correspond with Mr P through the remainder of May which includes confirmation that the parts needed for the repairs to Mr P's car were ordered before closure but were out of stock with an estimated arrival date of 26 May. LV say they're hoping the parts will arrive in a week but it might well be the case the parts supplier may still be closed.

LV email Mr P and say they've heard back from the garage and they say, as long as there's no issue with the parts, they're hoping to have his car ready by 27 May but they'll confirm that for definite the following week. LV confirm Mr P's car will be quality checked before it's returned and they'll look into any issues should any remain. LV say they believe Mr P would still be in the same position as they're in now as the parts have been out of stock. However, LV accept the communication prior to lockdown could've been better. So, LV agree to waive 50% of the excess - so when the repairs are completed, Mr P will need to pay the garage £150 rather than £300.

LV then email Mr P to say all the parts have arrived apart from one piece of trim which is due to arrive that day, and as long as it does arrive, the car will be completed, quality checked and returned to Mr P that day. LV then email Mr P to say the trim hasn't arrived but the car is safe to drive so he's able to take it back on a temporary basis if he needs it for travel. Mr P declines as he says he wants all the work to be completed. Mr P then emails LV to let them know he has arranged to have his car back on 5 June. Mr P then emails LV on 5 June to say he couldn't take the car back as it wasn't fit for purpose. Mr P sent an email to the garage setting out the issues which he feels haven't been resolved with his car and copies in LV. A few days later, Mr P emails LV and says he hasn't received an update from the garage. LV email Mr P and say, even though he doesn't have courtesy car cover on his policy, it's best if they arrange for him to have a courtesy car as they don't know when his car will be returned as the garage are waiting for parts. The garage then email Mr P and confirm which parts are on order and should be received within a week. The garage say they've spoken to the supplier and have offered to pick up the parts when they arrive in order to save time.

The garage then email Mr P on 16 June to say some parts have arrived and some other parts should be received that day. In relation to the repair concerns Mr P had with his car, they explain once they have the door lock barrels the technician will fit these and test. They say the rear tyre looks ok and the car has had a four-wheel alignment and seems ok but the steering has an issue which they think is down to its age. They say the technician has given the car a road test and it seems ok. They say the door rubbers are fitted correctly but it's the door cards which are the problem which is why the doors aren't fitting right. They say they will try and improve this but will struggle to get it perfect as the inner door frame has nothing to screw the door cards to. The garage email Mr P again to say everything underneath the car looks ok and the technician drove it and all was ok. They say as soon as the lock set arrives they have a technician waiting to fit it and from there they'll be near completion. They say if all is ok and on track then they should be able to deliver Mr P's car on 19 June.

The garage email Mr P and say the door lock barrels arrived the day before and the passenger side door handle looks ok but the driver's side door handle is incorrect and is for a later model so they've ordered another driver's side door handle which should arrive tomorrow.

The garage say they're looking at delivering Mr P's car on 19 June provided the correct door handle arrives in time. The garage acknowledge Mr P is frustrated and their technician is trying to get things sorted as soon as possible. As an apology, they offer to fill Mr P's car with fuel. The garage email Mr P the following day and say the driver's side of the car is stripped and ready for the door handle to be fitted which they're still expecting to arrive

today. They say they're still working on getting the car delivered to Mr P on 19 June. The car was then delivered to Mr P but he remained unhappy as he says there were still issues.

LV email Mr P to apologise and say their service has fallen short on this occasion. They say they've recognised the poor service by honouring a total of £400 – this is broken down as £300 excess waived and £100 compensation - which they believe is fair. There's then further communication between Mr P and LV about the repairs and issues which Mr P feels haven't been resolved. It's clear there's still a dispute around whether all repairs have been carried out so LV instruct an independent engineer – who I'll refer to as company H – to carry out an inspection. Company H found there was only one outstanding issue involving the door lock. LV then explain to Mr P that company H had confirmed the total costs needed to replace the door lock would be £60 including labour. LV then offered Mr P a cash settlement to get the lock set done by his choice of garage. LV agreed to cover the cost of £60 and pay a further £40 totalling £100 to cover any expenses in arranging this. Mr P accepted this offer.

Taking this all into account, I understand why Mr P was frustrated with the length of time things took. I can't say the original delay was down to LV though as the garage was closed due to lockdown – something which was outside of LV's control. Mr P's car was first returned to him on 5 June and then taken back after Mr P wasn't happy with the repairs. It was returned again two weeks later but Mr P felt there were still issues. I think LV then took reasonable steps in instructing company H and then resolving the issue company H had identified. I will add that company H recommended the door lock should be removed and checked and then replaced under warranty if found to have a manufacturing defect. It appears LV then took a commercial decision to offer the cost of replacing it – so I can't say the information I've seen suggests the door lock issue was as a result of any repairs carried out by LV. I do however agree it will have been frustrating for Mr P to return his car to the garage with outstanding issues and for the lack of updates at the start of the claim. And, I think the compensation already offered by LV is fair and reasonable in the circumstances.

#### *Repairs to Mr P's car*

It's clear Mr P remains unhappy with the quality of repairs and feels there are issues still outstanding.

I can see LV instructed company H who have provided a report which says the purpose of their inspection is to provide a post repair report in relation to Mr P's concerns. Company H say, at the time of the inspection, Mr P was present. Insurers often appoint engineers experienced in this type of work to carry out an inspection, and that's what LV did. I think it's a fair thing to do – and it's reasonable for LV to rely on the engineer's comments when deciding how to deal with the claim.

Company H say Mr P told them of the following concerns:

1. *both doors not closing correctly,*
2. *driver's door lock barrel failed,*
3. *ignition key body longer than original and too close to lighting switch,*
4. *unsure why steering stops had been adjusted,*
5. *dashcam not set up following restoration of power,*
6. *steering column shrouds misaligned and poorly fitted.*

Company H make the following recommendations:

1. *During the course of my inspection, [Mr P] advised that he had renewed both front door aperture seals and door lock strikers two weeks prior to the attempted theft of his vehicle. The door seals were non-genuine replacements and fitted poorly in*

*several places. In my opinion, the door seals are restricting the doors from fully closing. Although this could be overcome by adjusting the lock strikers, this is not the responsibility of the repairing garage and no remedial action is required.*

- 2. Driver's door lock barrel should be removed and checked.*
- 3. I have advised [Mr P] that the replacement key is the correct manufacturer replacement according to the VIN number on the vehicle. He accepts my explanation.*
- 4. I have advised [Mr P] that the steering stops were adjusted following work undertaken to the steering column. He accepts my explanation.*
- 5. The dashcam was powered down by the repairer as per standard procedures relating to GDPR. [Repairing garage] advised that all customers are asked to remove dashcams from their vehicle prior to collection. Consequently, any reconfiguration is [Mr P's] responsibility.*
- 6. Close inspection revealed that the lower column cover retainer was broken and a screw had been omitted from the underside. By [Mr P's] own admission, this area of the vehicle has subsequently been worked on by other parties and as such I am unable to attach any responsibility to the repairing garage.*

In conclusion, company H say

- 1. I can confirm that I am unable to uphold [Mr P's] complaint with regards to the doors. [Mr P] accepts my decision, but directed criticism at the repairer for failing to notify your [sic] him of this defect prior to delivering the vehicle back to him. However, in their defence, [repairing garage] advised that this issue had been discussed at length with [Mr P], and rectification advice offered.*
- 2. Further investigation is required in relation to the door lock before a decision can be reached. [Repairing garage] has agreed to investigate the lock barrel, which should be replaced under warranty if found to have a manufacturing defect. However, I have advised [Mr P] that he may incur costs should any evidence of tampering or malicious damage be discovered, which he accepts.*
- 3 & 4. No further action is required in relation to these points. [Mr P] accepts my decision*
- 5 & 6. [Mr P] does not accept my explanation with regards to the dashcam and lower column cover and will continue to seek remedial action.*

An engineer is qualified to comment on damage to a car and repairs so it was reasonable for LV to take into account the engineer's findings to assist their decision on whether there were any outstanding issues for them to resolve. I'm persuaded by company H's report because it's clear they took into account Mr P's specific areas of concern and then carried out a full inspection to determine whether LV were in any way responsible for any issues which still remain. I note Mr P has provided his own comments on company H's report and, while I wish to reassure him I've carefully considered his points, it doesn't persuade me that the overall conclusions reached by company H are inaccurate. And, in view of this, I can see LV have taken the further action recommended by company H so I can't say they've acted unfairly.

LV say the dashcam was disconnected for data security reasons and then just reconnected by the garage when the car was returned to Mr P. They say they don't think the garage has done anything to stop it from working but if it needs resetting up and Mr P is having difficulty doing this, he could take it to a retailer and LV will cover any cost if there is a small charge. LV also say they've apologised for the issues experienced by Mr P but they'd be happy to send a letter of apology. I think these steps offered by LV are fair and reasonable in the circumstances.

### **Putting things right**

I think the steps already taken by LV to resolve the issues addressed in their complaint response is reasonable – so I won't be asking them to take any further steps in this respect. LV have agreed to cover any small charge should Mr P need help from a retailer to reset his dashcam. LV have also agreed to send a letter of apology to Mr P. I think this is fair and reasonable in the circumstances.

### **My final decision**

My final decision is that I uphold the complaint. Liverpool Victoria Insurance Company Limited must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 9 June 2022.

Paviter Dhaddy  
**Ombudsman**