

## The complaint

Mr S has complained about his motor insurer Liverpool Victoria Insurance Company Limited as he thinks it failed to properly repair his car following an accident.

## What happened

Mr S had an accident which was not his fault and LV took his car in for repair. Mr S felt the repair took too long and he wasn't convinced the repairer would do a good job. So LV had an engineer assess the car before it was returned to Mr S. Mr S was still unhappy with the car when it was returned to him. LV accepted there had been some delays and offered £150 compensation but said it was happy with the report by its engineer. It discussed with Mr S him getting his own report but also that as it was happy with its report, Mr S could complain to us. Mr S did.

Our Investigator, noting an engineer report Mr S had provided, said LV should complete further repairs in line with the findings of that report. As well as reimburse its cost to Mr S. But he felt that the £150 compensation LV had offered was fair and reasonable.

Mr S said he felt that more work was required than even his engineer had recommended. LV said it hadn't seen the report. Whilst this was shared with it and it said it would pay the cost of repairs detailed, it said it wouldn't reimburse the cost of the report. Mr S wasn't minded to agree to the engineer's recommended repair costs alone. He said that was not least because he would have to hire a replacement car whilst his was being repaired.

The complaint was passed to me for an Ombudsman's consideration. I felt LV should be fixing the problems its garage had created and putting Mr S in a hire car whilst the work is done. I felt that the work to be done had already been determined by Mr S's engineer, with the exception of the further assessment being needed once the exterior of the boot floor was stripped. And I gave direction about how that should be assessed. I also said LV should pay Mr S a total of £300 compensation.

My provisional findings were:

*"The main repair issues in question are the paint finish, the boot floor repair and misaligned tailgate which, as I understand it, is allowing water into the car. Mr S's engineer found that work was needed to the tailgate and the boot floor, but that the garage having repaired the boot floor, as opposed to replacing it, was acceptable. And Mr S's engineer didn't think the paint finish needed rectifying.*

*LV now seems to have accepted the engineer's findings. I can understand that it would have wanted to see these before the complaint came to us. But I don't think it was entirely clear with Mr S in this respect. And its final position put to Mr S was that it was happy with the findings of its engineer and if he was unhappy with that, he could complain to us. Notably LV did not say it was happy but would review upon sight of an engineer's report from Mr S. In any event, the report has changed the course of Mr S's complaint about LV's poor repairs. And if LV had completed a satisfactory repair Mr S would not have had to pay for the report.*

So LV should be reimbursing its cost to Mr S, plus interest\* from the date it was paid for until settlement is made. Mr S will have to send LV proof of payment.

*I know Mr S is unhappy with the extent of the findings of his engineer. But I've seen nothing that makes me think the engineer's findings are most likely generally flawed. The engineer said that repairing the boot floor, as opposed to replacing it was acceptable. I know Mr S has said that if he had known a repair was going to be done, he'd have gone elsewhere, had the floor replaced and billed the third party direct. But I can't be certain he'd have been successful in recouping his outlay in this respect. Both Mr S's engineer and that sent by LV initially felt that repairing the boot floor was acceptable. So it seems likely to me that the third-party would have disputed the cost of replacing the floor, and may only have paid Mr S for the what it would have cost to have it repaired. I'm not persuaded LV failed Mr S in this respect.*

*I know Mr S's engineer has said he hasn't been able to check the quality of the repair from the underside of the boot – but that this should be checked once the paint and filler, which he felt had been applied poorly and excessively by LV's garage, had been removed. And I'm satisfied that this should be borne in mind when the remedial work to the car is undertaken. But the fact that the quality of the work completed needs to be checked further, doesn't mean that the repair method itself was unsuitable. Mr S's engineer said it was suitable and so I've no grounds on which to reasonably require LV to replace the boot floor.*

*I understand that Mr S wants the paint finish rectifying. He says it needs blending as there is currently a mismatch at both ends of the bumper with the rear quarter panels. However, Mr S's engineer says there is only a poor mismatch on one end. The engineer attributed the mismatch to a previous paint repair to the quarter panel on that end and said that if an attempt was made to blend this area (with the bumper), that would cause a mismatch with the rear door. For that reason the engineer hasn't recommended any rework. Mr S thinks that as he had a totally matching car before and he doesn't now, LV has not properly indemnified him for the accident. He thinks it must put him into the position he was before the accident.*

*Without completely rebuilding a car it isn't always possible for a repair to be done with absolutely no sign being left showing that something was fixed. But an insurer only has to reinstate the car as closely as reasonably possible to how it was before. And regarding paintwork specifically, colour matching can be a highly subjective issue – what seems acceptable to one person might appear quite contrasting to another. So, this service often relies on the opinion of experts to consider whether an acceptable (reasonable) match has been achieved. In the case of one end of Mr S's bumper, Mr S's engineer was satisfied it had been. But regarding the other end he felt there was a noticeable mismatch. And, in that respect, I think that Mr S has a point – he didn't have a mismatched car before. I can't see a mismatch on the damage photos. And whilst I accept that capturing colour match on photos isn't always possible, if there had been a noticeable mismatch I'd have expected that to have been spotted by the repairing garage. I say that because where necessary repairs involve painting part of a car any pre-existing mismatch would mean the repaired car would also be mismatched. Which would potentially give the car's owner cause to complain. So repairing garages are usually careful to make sure pre-existing damage like this is noted before repairs begin. As no issue was noted or highlighted here, and I can't see any mismatch on the available photos, I must reasonably conclude there was no previous mismatch.*

*I know Mr S's engineer has put the mismatch down to the paint finish on the quarter panel being poor quality. And I know Mr S disputes that the car has been repainted at all prior to this incident. But none of that really matters because regardless of the condition of the quarter panel, that was not causing a mismatch before. The mismatch has arisen only because of LV's repairs. So LV needs to resolve that mismatch and ensure Mr S, within*

acceptable standards, has a car with matching paintwork, as that is what he had before the accident and LV's repairs.

As LV has accepted the engineer's report and Mr S has no concerns about the other aspects it discussed, including the tailgate, I won't review its contents further. Except in respect of the costs set out for necessary repairs. That is necessary because Mr S doesn't want the original garage to complete repairs. And LV has offered a cash payment so Mr S can do the repairs himself. That offer is based on the costs detailed in the report but Mr S is not happy with it. And, regarding the paintwork, I've found work is necessary that the engineer didn't recommend and so didn't allow for in the costing. So to ensure this complaint is fully resolved, how the necessary rework must be done needs some comment from me.

One issues about the work to be done can be resolved fairly simply. Mr S needs a car to drive whilst his is being repaired. However, the damage claim resolves, LV should arrange for Mr S to have a car, with similar attributes to his own, to drive whilst his is being repaired in line with the engineer's report with the additional work to resolve the paint finish which I have found is necessary.

But the more complex issue of who is going to complete the repair remains. Mr S doesn't want the original garage to complete the repair and I've found LV is responsible for work not costed by Mr S's engineer. And as mentioned above, the engineer also recommends a further assessment of the boot repair once the area has been cleared. Whilst I hope it doesn't, that assessment might result in further work being required, the cost for which has not been allowed for by the engineer. So LV's offer to settle in cash for the total set out in the engineer's report isn't a fair and reasonable remedy. If LV and Mr S do want to settle this matter in cash then LV will have to add to its offer a sum to cover the cost of rectifying the paintwork and an agreement for the boot floor repair to be reviewed, with the cost for any additional work necessary, if poor work is found, to be covered.

I think though my recommending a cash settlement, with allowances for extra costs being built into it, would not be the best way forward on this occasion. Mr S would have to arrange everything, work might have to pause whilst reviews are undertaken which his garage might not like and LV would have no liability for the further work completed. I don't think it's fair for me to put Mr S into that position. Not given that the further work to his car is only needed due to LV's poor repair.

So that leaves me with the option of requiring LV to complete the further rework. Often, where only one occasion of poor work has occurred, this service will let an insurer revert to the original repairer for rework to be done. But I don't think that would be productive or a workable solution in this case. Clearly there have already been concerns raised by Mr S about the original garage and some delays in the original work did occur. I think Mr S, not unreasonably, has lost faith in LV's garage. So I think the best way forwards is for LV to complete the rework by appointing another repairer.

The new repairer will need to undertake the work Mr S's engineer recommended as necessary due to the incident and/or repairs. Further, once the underside of the boot floor has been revealed, Mr S's engineer, if he is willing to do so, paid for by LV, should assess the revealed repair to determine if it is satisfactory, and if it isn't what is needed to resolve that. LV's garage should complete any further work recommended by the engineer, or if none is, reinstate the area with an acceptable finish. If Mr S's engineer is not able to assist, another engineer will have to be appointed by LV to assess and comment on, and where necessary make recommendations about, the revealed boot floor repair. In addition, regarding the mismatched paintwork where the rear bumper meets the off-side rear quarter panel; the new repairer should rectify the paint finish so that an acceptable match is

*achieved, in order that Mr S is left with a car that has acceptably matching paintwork. This will put him in the position, as closely as reasonably possible, to that he was in before.*

*I know LV has previously given Mr S £150 compensation. It said this was in respect of upset he was caused by its delays. But I think that Mr S has also been upset and inconvenienced by LV's poor repair. Not least he had to arrange for his car to be assessed by an engineer. I think LV should pay Mr S a further £150 compensation. Making the total compensation due to Mr S, £300."*

LV said it had nothing further to add. Mr S sent his invoice for the inspection, explaining it had been paid to allow the inspection to go ahead on 23 March 2022. He said he'd like the repair to be done locally to avoid delays. And also that it not be part of the group which had worked on his car before. Mr S gave an example of what he felt was a similar complaint to his, assessed by this service, where £500 compensation had been awarded.

### **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'll ask our Investigator to pass the invoice on to LV.

It does seem to make sense, and it might avoid delays to have the repair done locally. But I can't reasonably direct LV to do this as I don't know what repairing garages it has access to other than the original garage which I've said can't be used again, or what the workload and availability of each may be. But I think it's fair to say that LV will be keen to keep things like the hire cost to a minimum and will want to avoid the possibility of a further complaint. So I think it will be arranging for the further work to be done with all that in mind.

As noted, above and provisionally, a different garage is to be used for the re-work. I said that was necessary to (hopefully) avoid further complaint. I don't think that would be achieved if the garage was different but still part of the same group of businesses as the original repairer. So it follows, that the new garage should be independent of the original garage and the group it belonged to.

I can see why Mr S thinks the other complaint decided upon by our service is similar to his, and why he thinks he should, therefore, be entitled to a higher compensation award. But each case is taken on its own merits, with the Ombudsman deciding each case considering what compensation is fairly and reasonably due in the specific circumstances that complaint turns on. I didn't assess the other case so I can't say for sure why the other Ombudsman awarded £500. But I do spot some difference compared to Mr S's circumstances. So in the example case the insurer had tried, on more than once occasion to fix the complainants car. And, importantly, not only had it completed poor repairs, the garage had neglected the car whilst in its care, which had also resulted in it being damaged. Here Mr S noted poor work after LV's first repair and the debate about that poor work has been the subject of this complaint. So I don't think the example case is a direct comparator for Mr S. And I'm satisfied, having assessed Mr S's complaint that £300 is fair and reasonable compensation.

### **Putting things right**

I require LV to:

- Reimburse Mr S the cost of his engineer's report, subject to proof of payment being provided, plus interest\* from the date it was paid for until settlement is made.
- Provide Mr S with a car, similar to his own, to use whilst his is being repaired.

- Appoint a garage to complete work on Mr S's car that his engineer recommended was necessary due to the incident and/or repair. Including removing excess paint and filler from the underside of the boot floor.
  - Once the excess materials are removed, appoint Mr S's engineer if he is available, or another if he is not, to assess the revealed repair, determine if it is satisfactory, and if it isn't make recommendations for repair.
  - Have the garage complete any work recommended to the boot floor. Or if the revealed repair is felt to be satisfactory, reinstate the area to an acceptable finish.
  - Resolve the paint mismatch identified by Mr S's engineer in his report so that Mr S is left with a car that has an acceptably matching paint finish.
- Pay Mr S a further £150 compensation, making total compensation £300 where £150 has already been paid.

\*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs requires LV to take off tax from this interest. If asked, it must give Mr S a certificate showing how much tax it's taken off.

### **My final decision**

I uphold this complaint. I require Liverpool Victoria Insurance Company Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 November 2022.

Fiona Robinson  
**Ombudsman**