

The complaint

Mr V complained that Liverpool Victoria Insurance Company Limited didn't properly deal with his claim under his caravan insurance policy

What happened

Mr V's caravan was damaged due to water leakage in rainy weather in 2018. LV paid for a garage to repair it. In 2021 the caravan leaked again in the same area and so Mr V contacted LV again.

LV obtained inspection reports on the caravan which said that the garage repairs hadn't been done properly. But LV declined Mr V's claim. This was because they said that Mr V had chosen the garage that did the repair work and so they were not responsible for the quality of that garage's work. Mr V was also unhappy that LV hadn't kept him updated about the claim, and they took too long. LV offered Mr V compensation of £250 for delays in dealing with the matter.

Mrs V brought a complaint to us on her husband's behalf and was involved in the matter herself, so for ease I've mainly referred to her throughout rather than to Mr V, the policyholder.

The investigator didn't recommend that the complaint should be upheld. She thought that LV hadn't acted unfairly and that their compensation offer was reasonable. Mr V didn't agree and so I was asked to decide. I issued my provisional decision on 7 October. Both LV and Mrs V replied to that. I've dealt with their comments below.

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.

In my provisional decision I said as follows:

"LV had the caravan inspected by their loss adjusters. They thought the garage hadn't done the repair properly. LV also had an independent assessor inspect and report on the caravan. They too said the repairer hadn't repaired it properly. However by then the repairer had ceased trading.

Mr V wanted LV to fix the caravan, but LV declined to deal with the matter. They said that they weren't responsible for that garage's work because it wasn't one of their approved repairers. They said that Mr V had chosen it herself and Mr V had afterwards signed something confirming that the repairs were satisfactory.

LV had authorised their agents to deal with Mr V's claim in 2018. Mrs V said that LV's agents didn't give her any option to use LV's repairers; they didn't offer that. Instead they just told

her to get her own repair quote, and so although she did choose the garage it was only because she didn't know any different. And she said she and Mr V didn't know if the work was satisfactory but relied on it looking alright and having no reason to think otherwise. She said that the poor repair only became apparent later when the caravan started to leak again in the same place.

She also felt that LV had led her at first to expect that they would cover the repairs and they should stick to that. However I've not seen anything to suggest that LV did agree to that early on, and I think it was reasonable of them to have the caravan inspected as they did. So I think that the £250 they've offered for their accepted delay and lack of communication in delaying with the matter is reasonable.

I think it's clear from LV's reports that the original garage repairs were not done properly. However, although I've seen LV's files, I haven't seen anything to persuade me that LV gave Mr V the option of using their approved repairers and he chose not to. So I don't think that it's fair for LV to have refused to deal with the matter of the garage's poor repairs. And so I think that they should reconsider their decision not to pay for remedial repairs. "

Mrs V responded to my provisional decision. She felt that LV had led her to believe that they would pay for the repairs.

LV responded to repeat that they should not be held responsible for repairs done by a third party appointed by a customer. They said that the policy allowed them to settle in this way and didn't make them liable for any poor works for suppliers appointed by the customer.

But I've looked at LV's policy, and it's silent on those issues. It doesn't say who may appoint repairers, or that whoever appoints them is responsible for the quality of the repairers' work. The little it does say about instructing repairs suggests that LV want to be in control of that. For example, a general condition of the policy requires that *"You or any other person must not, without our permission: make your own arrangements for repair or replacement, other than where the cost of repair to the Caravan is less than £250. "*

Further, as I explained above, LV haven't shown persuasive evidence that they or their agents gave Mr V any choice between LV 's garage doing the repair or a garage of his choice doing it. Mrs V said that LV's agents just told them what garage to get a quote from, and they didn't choose that garage. And LV also haven't shown that they or their agents made Mr V aware that they considered him to have chosen the garage and so he, and not LV, would be responsible for the quality of that garage's repairs. So I don't think that LV have acted reasonably in dealing with his claim.

Putting things right

I think that LV should reconsider their decision and they should pay for remedial works required as a result of the previous poor repair.

My final decision

For the reasons I've given above and in my provisional decision, it's my final decision that I uphold this complaint.

I to require Liverpool Victoria Insurance Company Limited to reconsider Mr V's claim for the repairs to his caravan and pay for rectification work to the caravan necessary due to any poor repair done under the earlier claim to them.

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

A handwritten signature in blue ink that reads "R. Scott". The letters are cursive and fluid.

Rosslyn Scott
Ombudsman