

## The complaint

Mr C is unhappy with the decision made by Liverpool Victoria Insurance Company Limited (LV) following a claim for attempted theft under his motorhome insurance policy.

## What happened

On 11 April 2022 Mr C contacted LV to report an attempted theft to his motorhome. Mr C explained that the habitation door on his motorhome had been damaged, and required some force to close it. Mr C said he'd like to take his motorhome to a specialist garage to be inspected (garage A).

Mr C's motorhome was booked in to be inspected by garage A on 16 May. The reason for the delay was because Mr C was having work done to his home and wasn't able to leave it unattended before this date.

On 16 May garage A inspected Mr C's motorhome. They took images of the door and parts Mr C had reported were damaged. Mr C has explained that he was not present during this inspection. Garage A provided a summary on their inspection to LV on 19 May. This explained:

*'We can't find any evidence of an attempted break in, screw driver marks, splits in rubber seals etc. The top catch on the door has been adjusted slightly and the gas door strut was loose, retightened. We also sprayed the rubber door seal with a silicone spray as it looked a little dry in areas. We are not able to provide an estimate at this time as we are unsure of any/if any repairs are required.'*

Mr C called LV after his motorhome had been inspected by garage A. He explained that garage A had screwed the habitation door back on without approval from either himself or LV. He said they'd completed a *'botch repair'*. Mr C explained that he'd stopped at services on his way home from the inspection and his habitation door had come open.

LV arranged for one of their engineers (engineer D) to complete an independent inspection. This was completed on 27 May. The independent engineer reported:

*'I did advise that I could find no damage to the door aperture or the habitation door itself they mentioned the door does not cat[ch] at the top. I have tested this putting pressure on the door the lock held with no patent damage. On close inspection of the door rubber apart from a dusty area there is no rips or cracks. In my opinion I was unable to find any damage consistent with a break in and found the door and lock undamaged and working correctly.'*

Mr C was unhappy with engineer D's findings and with the way an LV call handler spoken to him. Mr L said he'd instruct his own independent engineer and would share these findings with LV.

On 31 May engineer B, an engineer instructed by Mr C, inspected Mr C's motorhome. Engineer B reported the following:

*'As discussed, there are no obvious signs of damage to the door, or door frame of the motorhome. The lock barrel is still in a working and non damaged condition. The central locking is still functioning on the habitation door. The Gas strut/ door stay does feel a little weak in operation.*

*The door seals all seem intact, with the outer seal in the top left hand corner slightly deformed, but still functioning at present. The top right hand side of the door is not meeting the door frame correctly. With force (slamming) the door, the door can be completely closed. On when opening the door when it has been closed in this way, the door handle feels slightly stiffer in operation.*

*In my opinion, the habitation door appears to be out of shape, causing these two issues. The habitation door also hits the under door panel (towards the hinge side) when the door is fully opened. (this may have always been this way, and is difficult to determine.'*

Mr C contacted LV to discuss engineer B's findings. Mr C said he'd send in further evidence to support his claim, including engineer B's full findings. On 25 June engineer B provided additional comments to LV. LV recorded these as follows:

- *'He could not see any damage, lever marks or scratches consistent with attempted break in.*
- *The door rubber although touching when door opened there is no damage and has some wear marks only, but again no prising or lever marks.*
- *The door although no kinks marks or any visible damage, on closing the door very slowly the lower door lock catch catches on the lower catch first and if left on the lower catch the door sits out at the top until you push slightly firmer to locate the top catch which brings the door back into the aperture.*
- *Due to this he has come to the conclusion that the door is warped.*
- *He has advised this may be adjustable but also advised he does not do bodywork...'*

On 28 June LV wrote to Mr C in response to his complaint about their decision on his claim, and the way it had been handled. LV offered Mr C £50 for the way an LV call handler had spoken to him on 27 May. LV also said they wouldn't be offering to settle Mr C's claim for attempted theft as there wasn't enough evidence to support Mr C's claim.

Mr C wasn't happy with this response, and so referred his complaint to this service. Our investigator found that LV had acted fairly and reasonably in reaching their decision on Mr C's claim, and didn't recommend LV take any steps to put things right.

Mr C disagreed with the investigator's view. As the complaint couldn't be resolved, it has been passed to me for 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that's been provided.

Mr C feels strongly that LV have treated him unfairly by rejecting his claim. I thank Mr C for taking the time to explain his personal circumstances and everything that's happened since the incident in April 2022. I understand it was a difficult time for Mr C. I also appreciate what

Mr C has explained about the upkeep and maintenance of his motorhome to very high standards.

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So I've considered the evidence to determine whether LV have acted fairly and reasonably in reaching their decision on Mr C's claim.

When Mr C first discussed his claim, he explained that he was calling to report an attempted theft as he'd noticed damage to the habitation door of his motorhome. It was agreed that Mr C would take his motorhome to garage A (a garage chosen by Mr C) for inspection. Although the instruction to garage A was to provide an estimate, garage A didn't do this. Instead they found *'the gas door strut was loose,'* and this was *'retightened'*. Garage A confirmed they also *'sprayed the rubber door seal with a silicone spray.'*

Mr C strongly feels that because of these actions, any evidence in support of his attempted theft claim had been destroyed. I appreciate Mr C's disappointment with what's happened. But I can't ask LV to pay for the claim, unless I can see that an insured event has taken place.

Because Mr C chose to take his motorhome to garage A, I can't hold LV responsible for the actions of garage A when inspecting Mr C's motorhome. I have considered whether LV did enough to make Mr C aware that by choosing a garage of his own choice, LV wouldn't be responsible for the actions of this garage. From looking at the case notes, I can't say this was made reasonably clear to Mr C. I've considered what difference it would've made to the claim if Mr C had been told about the option to use an approved garage which LV would be responsible for.

It is a finely balanced question, and I can only make a determination based on what I think is most likely to have happened. And on balance I think even if Mr C had taken his motorhome for inspection to a garage approved by LV, that garage would've most likely reached the same findings as garage A.

I've considered that garage A were independently instructed. On balance they would have had little to gain from finding that no repairs were required. I've also considered the findings of engineer D (instructed by LV), and engineer B (instructed by Mr C). Mr C feels strongly that engineer B's findings support his claim that there was damage consistent with attempted theft. I've considered these comments, but I don't think engineer's B's findings do this.

In his email to Mr C on 31 May engineer B concludes his findings by saying *'In my opinion, the habitation door appears to be out of shape, causing these two issues. The habitation door also hits the under door panel (towards the hinge side) when the door is fully opened. (this may have always been this way, and is difficult to determine).'*

Given the length of time since the incident on 11 April 2022, and the comments and findings of garage A and engineer D, I think any report from engineer B would've had to conflict what had been previously reported in order to be persuasive. I don't think engineer B's concluding comments suggest this.

I accept that it was going to be difficult for any engineer to reach a conclusive finding. When engineer D inspected Mr C's motorhome, several weeks had passed since the incident (through no fault of Mr C). And garage A had already completed an initial inspection that didn't support Mr C's claim. Engineer D, instructed by LV, also didn't think that there was damage present which would support what Mr C had explained about an attempted theft.

Engineer B's concluding comments to LV on 25 June were that *'the door is warped.'* There isn't any specific finding of damage that would be consistent with an attempted theft. Engineer B's other comments about what he'd inspected, included *'no obvious signs of damage to the door, or door frame of the motorhome'* and *'could not see any damage, lever marks or scratches consistent with attempted break in'*. I don't think engineer B's findings support that the damage happened in the way that Mr C has described.

From review of everything Mr C has said I can see he will be disappointed by my decision. But I haven't seen enough evidence to ask LV to pay for Mr C's claim. Because of this I won't be asking LV to do anything settlement of Mr C's claim.

Mr C has also complained about the level of service provided during a call with an LV call handler on 27 May. I agree that the service provided wasn't in line with what we'd expect. It is evident that the relationship between Mr C and the LV call handler broke down during the call, and Mr C was upset with being continually told that his claim would be closed down.

LV offered Mr C £50 in recognition of the upset caused to him. I think this amount is broadly in line with what we'd recommend. I've considered length of the call, and also that the outcome was likely to cause Mr C upset and could've been handled better.

### **Putting things right**

LV offered Mr C £50 in recognition of the upset caused to him by their poor handling of his call with an LV call handler on 27 May 2022. LV is directed to pay £50 to Mr C.

### **My final decision**

Liverpool Victoria Insurance Company Limited is directed to follow my directions above for putting things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 March 2023.

Neeta Karelia  
**Ombudsman**