

The complaint

Mr H complains about how his vehicle was returned to him following a claim he made on his commercial vehicle policy with Liverpool Victoria Insurance Company Limited (LV).

Reference to LV includes its agents.

What happened

Mr H was involved in an accident which he didn't think he was at fault for. He informed LV - his insurer - and his broker of the accident. Initially his claim was being dealt with by an accident management company, but this was later taken over by LV.

LV accepted the claim and repaired the damage it thought was caused in the accident. But Mr H said LV didn't repair the door properly. And he says the car was returned to him with no fuel, a flat battery and a problem with the EGR valve. So, he complained to LV.

LV said it wasn't responsible for the repairs because they weren't carried out by one of its approved repairers. But it said it sent an engineer to inspect Mr H's car's door and they deemed the problems to be caused by wear and tear and not caused by either the accident or the corresponding repair.

Mr H didn't agree so he brought his complaint to us.

Our investigator recommended it be upheld. He thought LV should pay to fix the door and fix the EGR valve and flat battery issue. He thought LV should pay a total of £300 compensation too.

LV didn't agree and asked for an ombudsman's decision. So, the case has come to me.

Since our investigator's assessment, Mr H has said he has been driving his car but often feels this is unsafe as the door can spontaneously open. He's also said it won't lock and now the alarm won't work either.

I issued a provisional decision outlining what I thought. That decision said:

- *Technically speaking, the repairs weren't carried out by one of LV's approved repairers. So, in normal circumstances, any issues relating to the quality of the repair or further damage caused wouldn't be LV's responsibility.*
- *But in this case LV took over the claim, and when it did so, it didn't make it clear that the repairer it was at wasn't one of its approved ones. It also didn't offer to move Mr H's vehicle to one. Had it done so, I find it likely Mr H would have taken up this option.*
- *So, in this case, in Mr H's eyes, the repairer was one of LV's approved repairers. And I think it fair that LV act as if it were too.*

- *In relation to damage to the door, LV appointed an engineer who doesn't deem the damage to be part of either the accident or the repair – so based on this LV doesn't think it needs do anymore.*
- *But Mr H's testimony is that after the accident he door in question was jammed shut. And the MOT carried out only a month prior to the accident doesn't indicate anything about the door being unsafe. Mr H says the door doesn't say shut, which is a safety issue, so I'd have thought this would have been picked up in the MOT if there was an issue with it.*
- *On balance, there most likely is wear on this door, but I think it unlikely that the wear would deteriorate the door to the extent it no longer shut in the space of a month. I find it more likely that an intervening event, such as this accident, where the door got jammed, caused the damage to the door.*
- *Therefore, LV should repair the door, including the door card.*
- *Mr H's car shouldn't have been returned to him with a flat battery and no fuel either. Having it returned in such a state would have caused Mr H distress. And driving the car around with the door unsecure at time would also be distressing and inconvenient.*
- *But, I'm not persuaded the EGR fault is linked to either the repair or the accident – so I don't require LV to contribute toward this.*
- *I can't see LV has been made aware of either the alarm or the central locking not working. Indeed, they were only highlighted to us after our investigator's second assessment of the complaint. So, if fixing the door and door card does not resolve the locking and alarm issue, Mr H would need to raise this a separate issue – and LV would need to look into it accordingly.*

I said I was thinking LV needed to:

- *Repair Mr H's car door (including the door card).*
- *Pay Mr H a total of £300 compensation for the distress and inconvenience caused.*

LV were disappointed with the decision but had nothing further to add.

Mr H said he had made us aware of the locking and alarm issue, so thinks that should be repaired too.

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 upholding the complaint for the reasons outlined in my provisional decision.

However, I will note that Mr H did make us aware of the issue with the locking and alarm prior to our investigator issuing their assessment. But to be clear, I'm recommending LV repair Mr H's door, including the card. So, if anything in that repair relates to the alarm or central locking, I'd expect it to be fixed as part of the repair. That in turn, should fix the issue with the alarm or central locking.

But if it doesn't, and the alarm and locking remain broken after the door has been fixed, as set out in my provisional decision, this would be something Mr H would need to raise with LV, and LV would need to deal with it accordingly. I know Mr H has given reasons for not raising this with it before, including raising it with his broker. But it's important that LV get the opportunity to see what the issue is and whether it's related to the accident or repair before we can decide on it here.

My final decision

For the reasons set out above I uphold this complaint and require Liverpool Victoria Insurance Company Limited to:

- Repair Mr H's car door (including the door card).
- Pay Mr H a total of £300 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 6 June 2023.

Joe Thornley
Ombudsman