

The complaint

Mr L has complained that Liverpool Victoria Insurance Company Limited unreasonably delayed in repairing his car under his motor policy following an accident.

What happened

Mr L was involved in an accident on 24 October 2022. He made a claim to LV who instructed its approved repairer to repair his car.

Sadly, there were delays getting parts and Mr L was without his car for four months. Throughout the four months Mr L had to constantly chase the approved repairers and LV and he said the service he received was exceptionally poor. He thought this was excessive and complained. When he eventually received his car back the headlight fixture was still unrepaired which caused yet further inconvenience eventually getting that sorted out too.

LV didn't think much of this was its fault or that of its approved repairer, but it paid Mr L £100 for his inconvenience. Mr L remained dissatisfied, so he brought his complaint to us. The investigator didn't think LV had to do anything more.

Mr L disagreed so his complaint was passed to me to decide.

I issued a provisional decision on 21 August, and I said the following:

'I'm intending to uphold this complaint for more compensation. I'll now explain why.'

I consider the delays in getting the relatively minor levels of repairs to be unreasonable. I can see in LV's file that there were some difficulties in getting parts. However, Mr L told us that he had spent his working life working with a main manufacturer's franchise for his make of car. Throughout the lengthy details he was also in touch with the main manufacturer's parts distributor and the parts for his car were indeed available and weren't suffering the level of delays and shortages experienced by LV's approved repairers at all. He was given a case reference number with the distributors also which adds credence to his testimony.

Further, quite early on in the delay process, Mr L clearly told LV he was suffering from ill health and required his car to attend medical appointments. This was singularly ignored sadly.

Mr L said his car was repaired but for the headlamp by December 2022 and the approved repairers refused to give him his car back at that point but yet did so in February 2023 with the headlamp still not replaced. I consider that's unreasonable. Furthermore, the problem with the headlight was merely a broken bracket, so the plastic/perplex covering the bulb wasn't broken. Therefore, I'm inclined to agree with Mr L that some sort of temporary repair of a bracket could have been made.

LV itself clearly admitted and acknowledged the service he received from both it and its approved repairers was poor given it decided to pay compensation of £100. But I don't consider it went far enough given the particular circumstances Mr L faced.

I can see Mr L could have had the option to add into his policy a guaranteed hire car for this type of situation, and he didn't choose that. Nonetheless given the minor level of the repairs required and this excessive and unreasonable delay in getting parts I consider that LV should now compensate Mr L for the loss of the use of his car from 21 days after the accident to the date of the eventual repair of his car including the delayed repair of the headlight at £10 per day.

I also consider the compensation paid to Mr L of £100 is also inadequate given the excessive delays, the constant chasing Mr L had to do with both LV and its approved repairers only to get his car back in February 2023 still with the broken headlight which was the same situation his car was in back in December 2022. Furthermore, Mr L is retired and now suffering ill health, and this exacerbated the situation for him considerably which LV was aware but chose to ignore. Therefore, I consider LV should add a further £100 compensation in addition.'

Mr L agreed with my provisional decision, but LV didn't respond.

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 again and noting Mr L's agreement along with no response from LV I see no reason to change the outcome detailed in my provisional decision.

My final decision

So, for these reasons, it's my final decision that I intend to uphold this complaint.

I now require Liverpool Victoria Insurance Company Limited to the following:

- Pay Mr L the sum of £10 per day loss of use of his car by way of compensation for the excessive delay in getting his car repaired, from 21 days following the accident to the date of the eventual repair of his car including the headlight.
- Pay Mr L an additional £100 compensation for the constant chasing Mr L had to do with both LV and its approved repairer throughout the excessively long time it took to get his car repaired.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 19 October 2023.

Rona Doyle
Ombudsman