

The complaint

Mr G has complained about his car breakdown insurance provider, Liverpool Victoria Insurance Company Limited (LV). He feels it gave him poor service starting with a breakdown three years ago, which damaged his car. With further poor service occurring again in December 2022.

What happened

Mr G's car broke down in 2019. LV attended but Mr G was not happy with what happened. LV considered his complaint and issued a final response, not upholding his concerns. This letter was followed by several others through to early 2021, but LV's position didn't change.

On an evening in December 2022 Mr G's car wouldn't start. LV tried to find an operative to attend, but none were able to do so that evening. LV offered to cover the cost of a taxi for Mr G, so he could get to his destination. He declined. His car was subsequently attended by an LV operative, it was started and taken to a garage. Mr G believed the problem with the car stemmed back to the recovery in 2019.

LV said it had dealt with Mr G's concerns about what happened in 2019 before. It wasn't prepared to revisit that.

Regarding the 2022 recovery LV felt it had done all it could to assist Mr G. It said it was actioning Mr G's request for copies of phone calls.

Mr G complained to the Financial Ombudsman Service.

Our Investigator explained to Mr G that she would be unable to consider what had happened in 2019. That was because Mr G had not complained to this service within six months of LV's letters.

Regarding the 2022 incident, our Investigator felt LV had done all it could to try and assist Mr G. But she felt some poor service had occurred whilst one of LV's managers was talking with Mr G. She felt, in the circumstances here, LV should pay Mr G £100 compensation.

LV said it didn't think the call was unreasonably handled. It wasn't minded to agree with our Investigator's findings.

Mr G was unhappy. He said he'd asked for our help years ago. He felt it was time for a public enquiry and for social media intervention. He said LV still hadn't sent him copies of call recordings or letters in large print. Mr G said he'd asked for senior staff to become involved and look into everything to see how bad things are. He said there was so much stress and they hadn't done what he'd been paying for – all they ever did was jump start the car. Mr G said that when LV took the car to a local garage (in 2022), he had to pay for the repair, when he felt it had caused the damage (in 2019). He was disappointed he'd had no help, given he is vulnerable.

Mr G's complaint was passed to me to consider.

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 these findings my focus is on what happened in 2022. I've explained in a separate decision why I can't comment on the merits of Mr G's concerns about what happened earlier, in 2019.

I can see that in December 2019 Mr G, in the evening, found his car wouldn't start, and he called LV. I can see that LV noted Mr G did not approve of its first choice of company for attending. So it tried to find alternative suppliers. And when that wasn't possible, offered to pay for a taxi to enable Mr G to get to where he was going. I think LV acted fairly and reasonably in this respect. As well as within the scope of what the policy allows cover for.

I can also see that when LV was able to get someone to attend Mr G's car, the car was started. It was then taken to a garage. I think that was also fair and reasonable of LV as well as being in line with that the policy offers.

I appreciate that Mr G felt it was unfair for him to have to pay for repair of the car. But LV's policy does not offer or promise to fully repair a car, only to resolve the immediate breakdown and/or, where necessary, get the car to a garage. I know Mr G thinks the problem is related to what happened in 2019 – but I've explained in a separate decision why I can't look at what happened then.

Whilst LV was seeking to resolve the situation in 2022, it had several calls with Mr G. Generally I think those calls were handled appropriately. But bearing in mind the long history of Mr G's concerns, how worried he was in December 2022, along with his vulnerabilities, I think there was one call which could have been handled better. This was a call where Mr G was speaking to a manager. I appreciate that the conversation became difficult. But I also note that the manager raised their voice unreasonably, spoke over Mr G and that their tone was somewhat dismissive, in my view. I think in all of the circumstances here that call could have been handled better. I also accept that this call in particular was upsetting for Mr G, which could have been avoided. Whilst it was only one call, in all of the circumstances here, I do think £100 compensation is fairly and reasonably due.

I understand that Mr G will likely feel that £100 is insufficient, given all he believes LV has put him through. But, for the part of his complaint I've been able to consider, and the failures in that respect I've found by LV, I am satisfied that £100 is fair and reasonable.

My final decision

I uphold this complaint. I require Liverpool Victoria Insurance Company Limited to pay Mr G £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 3 November 2023.

Fiona Robinson
Ombudsman