

The complaint

Ms M has complained about Liverpool Victoria Insurance Company Limited (LV). She isn't happy about the way it dealt with a claim under her motor insurance policy.

For ease of reading any reference to LV includes its agents.

What happened

Ms M had a motor insurance policy with LV and made a claim after she was involved in an incident in a car park. LV looked into her claim and sent her car for repair. Unfortunately, the initial repair was delayed and Ms M's complaint about that has been dealt with separately.

However, when Ms M collected her car after the initial repair she realised the car wasn't fully repaired and so rectification work was required. When she complained to LV about this it looked to arrange the rectification work. However, it agreed for Ms M to use her own repairer as she had lost faith in LV's, to pay £250 compensation for the delay and to ensure Ms M had the use of a courtesy car during the repair of her car.

When our investigator looked into things for Ms M she agreed that LV's repair wasn't good enough. But she thought its steps to put things right, in offering compensation and for Ms M to choose her own repairing garage, was reasonable.

As Ms M didn't agree the matter has been passed to me for review.

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 agree that LV should've ensured Ms M's car was repaired to the required standard initially. But I think its offer of compensation alongside agreeing for Ms M to use her own repairer seems fair in acknowledgment of the inconvenience, delay, and poor service. I know this will come as a disappointment to Ms M, but I'll explain why.

I think it's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said in this decision it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless it's relevant to the crux of the complaint. And I've not considered any issues Ms M had during the initial stages of repair as that complaint has been considered separately by this Service.

Both sides are fully aware of the difficulties Ms M has faced with the repair of her car. Obviously the car should have been fully repaired to a reasonable standard in the first instance. But I think LV's offer of £250 compensation in acknowledgement of its poor repairs

and delay seems fair. It wasn't obliged to allow Ms M to use her own garage and it would have been reasonable for LV to have used its own repairer to rectify the work, but it acted reasonably in allowing Ms M to use her own repairer as she had lost faith.

There has been some additional delays here but some of these have been unavoidable and because Ms M wanted to use her own repairing garage, which was understandable, but clearly affected the time it took to arrange the rectification repairs. I've considered the timeline of events, but I think LV's offer of £250 compensation seems fair. I say this as Ms M has been able to use her own car during this period and LV agreed to ensure she has a courtesy car while hers was repaired which seems fair. And if Ms M faces any further difficulty following the repair then she can advance this separately to this complaint with LV.

Given all of this, I agree that LV's payment of £250 compensation in addition to providing a courtesy car and allowing Ms M to use her own repairing garage for the rectification work in acknowledgement of the delay and poor service feels fair.

My final decision

It follows, for the reasons given above, that I think Liverpool Victoria Insurance Company Limited has acted fairly in offering to pay Ms M £250 compensation in addition to offering to provide a courtesy car and allowing Ms M to use her own repairer.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 13 February 2024.

Colin Keegan
Ombudsman