

The complaint

Mr B complains about the repairs Liverpool Victoria Insurance Company Limited (LV) carried out to his car, under his car insurance policy.

LV has been represented on the claim by its agents, including its repairer, who I'll refer to as S. For simplicity, at points, I've referred to the actions of LV's agents as being its own.

What happened

Mr B had a car insurance policy with LV. In April 2024, he was involved in an accident with a third-party and he made a claim.

S carried out repairs in May 2024 and Mr B was unhappy with the repairs. S attempted rectification works in June 2024 but Mr B was still unhappy with the repairs and said S caused further damage.

In June 2024, LV offered Mr B £150 compensation for its poor service and agreed to arrange an inspection. The inspection was carried out by its engineer in June 2024, and they recommended an adjustment to the bonnet and bumper. LV agreed to cover this work.

Mr B arranged his own independent inspection at an accident repair centre that I'll refer to as F. F recommended further works beyond what LV had agreed to. But LV requested a report from Mr B to reconsider its position.

Mr B complained to LV. He said there were outstanding issues with the bumper, headlamps, side trim and gears. He said there was an unusual engine noise, an engine management light on the car's dash and a dent on the car that wasn't there before the repairs. Mr B said he didn't feel safe driving his car and had lost faith in LV's repairers.

LV issued a complaint response in July 2024. It didn't accept responsibility for the dent, and it said Mr B's car was roadworthy. It maintained its decision to only repair the works recommended by its engineer and said it would arrange this through another approved repairer, or Mr B could use his own. It also agreed to pay a further £50 compensation on top of the £150 it had previously offered. It sent him a cheque for £200.

Mr B remained unhappy. He said LV's engineer tried to bully him into accepting their conclusions and LV left him without a car he could drive. He said he incurred financial losses. Mr B said he was concerned about underlying structural damage and the car's engine management light was still on. He wanted LV to repair the car in full or write it off.

An Investigator looked into the complaint. They found Mr B's independent inspection to be persuasive, but they didn't think LV was responsible for the Ad Blue (emissions) warning, the engine management light, the engine noise or the dent. They said Mr B's car was roadworthy, so they didn't recommend LV compensate him for his financial losses. They recommended LV ensure all accident-related parts were correctly aligned, including the headlamps and trim. They also said LV should repair any damage to the headlamps and investigate any possible underlying issues. They recommended LV pay Mr B £400

compensation in total, less any compensation it had already paid.

LV said it was willing to accept, but Mr B didn't agree. He maintained the engine management light was accident related and that it came back on after his car passed its MOT. Mr B said he was advised driving the car would cause further damage, so he didn't drive it and incurred losses.

In January 2025, Mr B asked for more time to provide further information. The Investigator agreed, but we've not heard back from Mr B. As an informal service, it's not practical for us to keep complaints open indefinitely. And because I'm satisfied I have the information I need to reach a conclusion, I've proceeded with my 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.

Mr B has provided a lot of information in support of his complaint. I assure Mr B that I've taken everything he's provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

Repairs

Mr B is unhappy with the repairs and rectification carried out by S.

LV's engineer in June 2024, concluded there was further work outstanding after S's rectification works. And F recommended further works in addition to what LV's engineer recommended. So overall, I consider the works carried out by S, including the rectification works, to have been unsatisfactory. And I think this would've caused Mr B avoidable distress and inconvenience.

LV's engineer only recommended adjustment works to the car's bonnet and bumper. But F, having inspected the damage, noted stress marks to both headlamps, misalignment of the bonnet with the headlamps and front bumper, and misalignment of trims (driver side). F also noted a missing clip for the front bumper.

Although not a formal report, I can see F's comments were based on an inspection of the damage and the opinion of a vehicle damage assessor. So, I consider F's comments to be persuasive in the circumstances. For this reason, I will direct LV to ensure any further repairs address alignment issues to the bonnet, headlamps, bumper and trim, as well as damage to the headlamps. And I think LV's refusal to accept F's comments was unfair in the circumstances. I think this would've delayed satisfactory repair of Mr B's car and caused him avoidable distress and inconvenience.

Because F also said there were possible underlying issues, I think it's fair for LV to investigate this when carrying out repair works. So this is what I will direct it to do.

LV offered to carry out repairs at another approved repairer. I think this is fair, even if this means another location of the same company as S. I say this because I think another location will still be sufficiently independent of S, and Mr B accepts that many garages won't agree to carry out repairs, given that repairs have already been attempted.

Engine management light

Mr B says the engine management light came up on the car's dash at the time of the accident. But this is not supported by pictures of the dash taken by LV when it took the car in for repairs.

I'm also conscious that Mr B's car passed its MOT in July 2024 and he was advised the engine management light may have been caused by the car standing for a prolonged period of time. This includes Mr B's decision not to drive the car, which I've dealt with later on.

The engine management light was also not referenced by LV's engineer, or F, following their inspections, so neither of the experts linked this to the accident.

So, overall, I'm not persuaded the engine management light was caused by the accident. And I won't direct LV to take responsibility for this.

Emissions

Mr B said the emissions warning (Ad Blue warning) came up on his dash at the time of the accident. The warning can be seen on the pictures LV took when it took the car in for repairs.

LV's notes show it contacted the main dealer and paid for a diagnostic on this point. And its notes show the conclusion was that there was no issues with the Ad Blue system. In addition to this, LV's engineer concluded this was not accident related, and F didn't reference this in its comments following its inspection.

So, overall, I'm not persuaded the emissions warning was accident related, and I won't direct LV to take responsibility for this.

Roadworthiness

Mr B said he spoke to the main dealer and was advised driving his car could cause additional damage. On this basis, he's refused to drive his car after LV ended his hire car. He said he suffered loss of business and he still had to make finance payments.

I've not seen evidence of what the main dealer advised Mr B. But in any case, I'm conscious that any advice wouldn't have been based on an inspection of the actual car or damage. So, I'm not persuaded that driving the car would cause additional damage.

In addition to the above, I can see Mr B's car passed its MOT in July 2024. Given that a main purpose of the MOT is to check a vehicle is roadworthy, including checks of the car's vehicle structure, I'm not persuaded the car was unsafe to drive, or that there was substantial structural damage. F also didn't say the car was unsafe or unroadworthy.

So, overall, I think it's more likely than not that Mr B's car was roadworthy following LVs' repairs. And I don't consider Mr B acted reasonably in choosing not to drive the car and incurring losses. So, I won't direct LV to compensate him for this, or pay his financial losses.

Dent, gears and noisy engine

In July 2024, Mr B raised concerns about a dent on the car, the gears sticking and a noisy engine. But given these were raised a considerable amount of time after the repairs and rectification works, I'm not persuaded on balance, that they were caused the accident, or by LV during its repairs. So, I won't direct LV to take responsibility for these issues.

Poor service

I've explained above why I think LV carried out unsatisfactory repairs and didn't fairly consider F's comments.

In addition to this, I can see LV acknowledged and compensated Mr B for the poor conduct of S when it spoke to him on the phone. Mr B says LV's engineer bullied him into accepting their conclusions, but I don't have evidence to show exactly what happened on that day, so I'm unable to fairly say the engineer's conduct amounted to bullying, or that they acted unfairly in insisting on their position.

I agree with Mr B that LV repeatedly misinterpreted his intention to speak to the main dealer, as confirmation that he would take the car to the main dealer, to complete repair works. And I think this, and LV's initial failure to address Mr B's request for its report, would've caused him avoidable frustration.

Overall, for the reasons outlined above, I think LV's actions caused Mr B considerable distress, frustration and some inconvenience, with the impact lasting over many months. And I agree with the Investigator that £400 compensation in total is fair in the circumstances. Because LV has already sent Mr B a cheque for £200, I will direct it to pay a further £200, to bring the total to £400.

My final decision

My final decision is that I uphold this complaint. Subject to my comments above, I require Liverpool Victoria Insurance Company Limited to:

- Arrange further repairs through its approved repairer. This should address the alignment issues on the bonnet, headlamps, bumper and trim, as well as damage to the headlamps.
- Investigate if there are underlying issues caused by the insured event, while carrying out the above.
- Pay Mr B a further £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 March 2025.

Monjur Alam
Ombudsman