

## **The complaint**

Mr E as the named driver of Mrs F's car insurance policy has complained about the poor service he received from Liverpool Victoria Insurance Company Limited trading as LV (LV).

Mr E made a claim against Mrs F's car insurance policy following an episode of vandalism.

## **What happened**

In the early hours of 29 June 2024 Mr E was driving when he said two people approached and vandalised his car. He says they caused damage to the car and assaulted him. Mr E says he ran away after parking his car for his safety and the people took and damaged items from the car.

Mr E made a claim later that day to his insurer LV. LV arranged for repairs to the car and settled Mr E's personal possessions claim in line with the policy limits.

Mr E complained that LV had caused delay, provided incorrect information about his claim for personal possessions, and refused to deal with his personal injury claim.

Mr E complained that he incurred financial loss due to the delay as he was unable to sell his car. This is an additional complaint which LV has agreed we can investigate.

LV didn't uphold Mr E's complaint. So Mr E asked us to look at his complaint.

One of our Investigators found that LV had acted reasonably.

Mr E doesn't agree and wants an ombudsman to decide.

## **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.

I'm sorry to read of the circumstances of the incident and that Mr E was injured. I've no doubt it was an upsetting experience and has had a significant impact on him.

I've looked at the actions of LV in their role as the insurer dealing with the claim – and whether it acted reasonably and in line with the policy.

LV approved repairs for Mr E and Mrs F's car eight working days after it was made aware of the incident. In the meantime, as a goodwill gesture, LV agreed to provide a hire car for thirteen days. This was to compensate Mr E for misinformation provided about a claim for personal possessions and while it investigated his claim before approving repairs.

I don't find LV caused a delay here. An insurer is entitled to carry out reasonable enquiries, and obtain an estimate for repairs for incident related damage before authorising those repairs. This takes time. I think it's reasonable to expect a degree of inconvenience and disruption to daily life when having to deal with a claim.

When things go wrong, we look at what the impact was and what a business did to put things right. For the error in its communication about personal possessions cover – and that it had already met a claim for key cover - I find LV's offer to provide a hire car outside of the policy terms or compensation of £130 to have been fair and reasonable. Mr E opted to have

use of a hire car. LV's policy doesn't provide a replacement car unless Mrs F had chosen to buy this additional cover as an optional extra.

Due to the circumstances of the incident, LV's policy doesn't provide cover for any personal injury claim Mr E wanted to make. LV set out the conditions under which it would consider a personal injury claim. I haven't seen anything to show Mr E's claim was covered under the policy.

I understand Mr E's car was driveable following the first set of repairs. When it responded to Mr E's complaint on 28 August 2024, LV said;

*"Today I contacted the garage, they informed me we are currently awaiting on a rear spoiler which has been ordered and estimated for it to be delivered by 10 September 2024. The garage will get in contact with you when this has arrived and will arrange a suitable time to bring the car in for the part to be fitted."*

Mr E says he contacted the garage on 10 September 2024 to book his car in for the spoiler repair but the part hadn't arrived. I can only see that LV said the date of 10 September 2024 was an estimate. The date a car part arrives is outside of the control of LV and the garage. I think LV fairly managed Mr E's expectations when it responded to his complaint.

Mr E confirmed his car was booked in with the garage for the spoiler repair on 1 October 2024.

Mr E says LV caused delays which led to him being unable to sell his car due to the damage. He's provided a copy of emails dated 23 October 2024 and 6 November 2024 from a car buying company. The email from 23 October 2024 makes an offer for the car. The email dated 6 November 2024 says the car doesn't fit their buying profile.

The information provided by Mr E doesn't show me that the reason why he wasn't able to sell his car was due to the actions of LV. So I cannot reasonably say that LV is responsible for any financial loss Mr E says he incurred here.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E and Mrs F to accept or reject my decision before 11 April 2025.

Geraldine Newbold  
**Ombudsman**