

The complaint

Mr and Mrs A have complained that their motor insurer, Liverpool Victoria Insurance Company Limited ('LV'), failed to fully repair their car after it was damaged in an accident and also that its repairers caused it further damage.

LV is the underwriter of this policy i.e., the insurer. During the claim Mr and Mrs A also dealt with other businesses who act as LV's agents. As LV has accepted it is accountable for the actions of its agents, in my decision, any reference to LV includes the actions of the agents

What happened

I issued a provisional decision on this complaint last month. In that decision I said I was considering upholding the complaint and awarding Mr and Mrs A £500 compensation in total. An extract from that decision follows:

"Mr and Mrs A's car was damaged in an accident in October 2022 where the front of their car collided with the rear of another car.

Mr and Mrs A made a claim on their policy with LV. LV collected the car to carry out the necessary repairs in February 2023 and returned it at the end of March 2023. Mr and Mrs A said there was still damage which hadn't been repaired so the car was collected again a few weeks later and returned to Mr and Mrs A at the end of April 2023. Mr and Mrs A complained again when the car was returned and said it had still not been fully repaired.

LV arranged for an independent engineer to inspect the car in May 2023 who said that there were still some repairs outstanding. The car went in for rectification work and was returned to Mr and Mrs A towards the end of June 2023 but they said the car now had fresh damage caused by the repairers.

The independent engineer inspected the car again in July 2023 and noted that not all the work was done to a satisfactory standard including damage to the bumper which was one of the original complaints.

Mr and Mrs A arranged for the car to be inspected by two garages of their choice in July 2023 who said that further repairs were needed to the wings, doors, and bumper and estimated this at a total of around £2,000. LV's engineers reviewed the estimates and said that the damage was pre-existing.

Mr and Mrs A complained to LV once more in December 2023. LV acknowledged that there were several delays but said that a further inspection would need to be completed.

The car was inspected again in February 2024 by the independent engineer. The engineer said that the left-hand tow eye cover needed replacing and that this was pointed out during his May 2023 inspection and not rectified. Nevertheless, the engineer said other complaints were unjustified.

During a further inspection in March 2024, the independent engineer removed the tow eye cover and reattached the chrome trim firmly as a goodwill gesture. He said no further repairs were required.

LV responded to Mr and Mrs A's complaint in May 2024 and said that no further action was required as the multiple inspections and reports carried out indicated that the issues with the car were not related to the accident or the repairs. It said if Mr and Mrs A were able to provide evidence from an independent engineer contradicting this, it would look into this further. It paid them £100 compensation due to the delay in it reaching its decision and refunded a £200 non-recommended repairer excess it believed Mr and Mrs A had been charged. Mr and Mrs A didn't agree that the compensation offered was sufficient to cover the cost of the outstanding repairs.

Unhappy with LV's response, Mr and Mrs A brought their complaint to our organisation. They said that the delays left them without reliable transportation and caused a disruption in their daily lives as well as impacting their work. They said they wanted LV to repair the car to its original condition and compensate them for the distress and inconvenience they suffered as well as the expenses they incurred.

One of our investigators reviewed the complaint and ultimately decided that LV should pay Mr and Mrs A a further £50 in addition to the £300 it has already paid them. Our investigator noted that the £200 excess refund was in fact a payment as Mr and Mrs A were never charged a £200 additional excess because they didn't use a non-approved repairer. He said if Mr and Mrs A obtain expert engineering evidence which says that the damage they wish to claim for was caused by the accident or the repairers they may refer the matter back to LV and raise a new complaint if they are not happy with its response.

Mr and Mrs A didn't agree and asked for an ombudsman's decision. They reiterated that they wanted LV to arrange for the repairs to be carried out in full. They also didn't think £350 was adequate compensation for the distress and inconvenience they experienced. Finally, they said that LV should fund an independent inspection of their car.

What I've provisionally 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 and Mrs A have raised a number of points that they'd like me to consider and though I have considered those in full, in this decision, I will be focusing on those I consider to be the most significant. No discourtesy is intended by this. We aim for our decisions to be as concise and to the point as possible.

The policy

Under the terms and conditions of Mr and Mrs A's policy, LV will, among other things, pay for repairs to be carried out if the car is damaged in an accident.

This means that LV will not be responsible for any damage which isn't deemed to be accident-related. But if there is additional damage which was caused by its repairers, we would expect it to put this right.

Mr and Mrs A say that the outstanding repairs are for accident-related damage and also damage caused by LV's repairers. So, what I need to consider here is what, if any, outstanding repairs fall under either category so that I can determine whether LV should be responsible for them.

The engineering evidence

When the car was first inspected in January 2023 it was noted that the damage was to the front of the car which is also where the impact occurred. Parts required included a front bumper and cover, front bumper grille, bumper bracket, fog lamp cover and a front number plate. The right front panel was to be painted as well as the bumper, right front wing etc.

When the car was returned to Mr and Mrs A in March 2023 they complained that not all the necessary repairs were completed and that the front bumper to bonnet edge was uneven, the front spot lamps felt insecure, the right headlamp wasn't aligned correctly, the left front tow eye was broken, and plastic under the bonnet trim rivets was broken as well as being the incorrect size. The independent engineer carried out a further inspection in May 2023 and recommended that the bumper be removed and readjusted and the front bumper cover be removed. He added that the fitment of the spot lamps should be checked, that the right headlamp should be readjusted and that the left tow eye should be replaced together with the broken and incorrect trim rivets.

The independent engineer reinspected the car in July 2023 and said that the rectification work was not carried out to a good standard. He said that the front bumper lower left plasti-chrome cover trim was still not secured. But there was new damage reported by Mr and Mrs A which he thought was pre-existing. This damage included damage to the rear bumper, rear bumper lower spoiler, tailgate light as well as scratches and dents to the rear quarter.

Mr and Mrs A then obtained their own repair estimates, which listed damage to the wings, nearside door, bumper cover and said that there was blending required on some of the doors. A second estimate obtained on the same day listed similar damage and said that the front bumper needed realignment. The reports don't say how the damage was caused, who by or how old/new it was.

The independent engineer inspected the car again in February 2024. Mr and Mrs A advised that the left front bumper cover was loose, there were gaps between the bonnet and wings, the left-hand bumper was loose as well as the left-hand headlamp and that there was also body damage caused by the repairers. The independent engineer said that all complaints were unjustified other than a complaint about the left-hand front tow eye cover. In relation to body damage alleged to have been caused by the repairers he said that this was unjustified, and also that this damage could be seen in images taken in May 2023.

Should LV pay for further repairs?

As I said above, under the policy LV should repair accident-related damage. And if its repairers cause any additional damage, it's fair and reasonable for LV to arrange for those to be rectified.

Whenever we are provided with expert evidence which might be conflicting, we compare the evidence and provide our reasons as to why we might prefer one expert's evidence over another's. Reasons might include one expert having more experience in a particular area and/or their report containing more detail and reasoning. In this case the engineering evidence we have isn't necessarily conflicting. The fact that there is damage which hasn't been repaired isn't in dispute. What is in dispute is its cause.

The independent engineer provided a number of reports which contain details of the damage as well as his reasons why the damage should or shouldn't be covered by LV. By contrast, the estimates provided by Mr and Mrs A don't contain any reasoning or detail in relation to the damage and its cause. For this reason, I find the independent engineer's evidence more persuasive.

In light of this, I think LV acted fairly and reasonably in not undertaking further repairs. I appreciate Mr and Mrs A say that, especially in relation to the bumper, some damage didn't become obvious until much later, when the car was driven at high speed and that they are still concerned about their safety when they drive the car. I note Mr and Mrs A's concerns but this isn't something that is supported by the expert evidence. And in the absence of this I am not able to say that LV should repair this damage.

Mr and Mrs A don't agree with the independent engineer and say his reports are biased. I have considered the reports and note that the engineer has been critical of LV's repairers on more than one occasion. I also haven't been provided with any evidence to support the allegation that the engineer was biased against Mr and Mrs A. So I am not able to find that his reports were biased.

Mr and Mrs A have also said that LV is responsible for the car suffering a loss in value due to the outstanding repairs. As I said above, I don't think LV is responsible for any further repairs. Also without expert evidence to support what Mr and Mrs A say, this isn't something I am able to make an award for. Even if there was supporting expert evidence, such a loss hasn't yet materialised as they still own the car, so I'm not able to compensate them for something that hasn't and may not happen.

LV said if Mr and Mrs A provide independent engineering evidence that supports that the damage they are claiming for was accident-related or caused by the repairers it would consider it. Mr and Mrs A say it is unfair for them to have to go to this additional expense. I note Mr and Mrs A's comments and I think if they do obtain such a report and it does indicate that this damage is LV's responsibility then LV should consider reimbursing them.

Other losses

In terms of how they were impacted, Mr and Mrs A said they had to rely on public transport, taxis and borrow other cars while they weren't able to use their car. They added that they

suffered a loss of income and missed various work appointments and had to cancel a planned holiday where they were going to use their car and had to pay for flights instead. They said their losses came to £6,500- £7,500. They said though they were given a courtesy car by LV while the first two repairs were being undertaken this wasn't the case for the third period because they were told the repairs wouldn't take a long time when in fact it took around two months for them to get their car back.

From what I understand Mr and Mrs A were driving the car when it wasn't in for repairs. The car was deemed to be roadworthy and mobile when it was first inspected, it also passed its MOT in September 2023 and looking at the engineers reports the mileage increased over time which indicates the car was being used.

Mr and Mrs A provided evidence in support of their expenses claim which I have considered. As they had access to a courtesy car at all times apart from May 2023 I considered their travel expenses for May 2023. They weren't able to provide evidence of their taxi journeys but I have seen public transport payments which amounted to under £15 though it isn't clear who those expenses were incurred by and whether they would have been incurred regardless of whether Mr and Mrs A had access to a car or not. So I am not able to make an award for those expenses. Even if I was, due to the low amount involved I think these could form part of the distress and inconvenience award I make below.

Mr and Mrs A said they suffered a loss of earnings but in the absence of evidence in support of such a claim I am not able to ask LV to compensate them.

Mr and Mrs A said they had to cancel a pre-planned holiday where they had planned to take their car and booked flights instead. I have considered the evidence they provided but on balance I don't think LV should be responsible for those expenses. I say this because the flights were for July and August 2023 when Mr and Mrs A had their car back.

Delays and poor repairs

As I said above, the independent engineer was critical of the repairers and acknowledged that the necessary repairs were not done to a good standard despite the car going back for repairs several times. And ultimately the engineer repaired the tow eye himself in June 2024 as the repairers had failed to do so. I think this shows that the service provided by the repairers was poor.

I also note that there was an initial delay of around four months in the car being collected which LV hasn't explained. So I don't think this delay was justified. There was also a gap between July and December 2023 where seemingly no progress was made, which led to Mr and Mrs A raising a further complaint.

In light of the above, I think it is fair and reasonable for LV to pay Mr and Mrs A £500 compensation in total for the distress and inconvenience it caused them.

LV responded to my provisional decision and said it had nothing further to add.

Mr and Mrs A also responded but they didn't accept my provisional decision. They said their primary concern was their vehicle and particularly the bumper which is still loose which

makes the car unsafe to drive especially on the motorway. They said this is damage that resulted from the accident and which LV should have fixed. They added that the £500 compensation I am considering awarding isn't enough to cover the outstanding repairs and also that the overall outcome is unfair and doesn't hold LV accountable for ensuring their car is properly repaired and roadworthy. They also provided some more photos of the car in support of their complaint about the bumper.

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 and Mrs A are still concerned about the repairs that were undertaken and the safety of their car. As I said in my provisional decision there isn't a dispute amongst the experts that there is damage on the car which is still outstanding. So, I can understand why Mr and Mrs A are concerned. But as I said in my provisional decision this doesn't mean that LV is responsible for the outstanding repairs. LV is only responsible for damage which resulted from the accident or was caused by its repairers. And for reasons I gave in my provisional decision I didn't think the outstanding damage resulted from either. So, I don't think LV is responsible for carrying out any further repairs.

As I said in my provisional decision, I do think that the service provided by the repairers was poor and resulted in the car going back for repairs a few times which caused unnecessary delays. For this reason, I thought LV should pay Mr and Mrs A £500 overall for the service it provided.

The rest of my findings remain the same as they were in my provisional decision and now form the findings of this, my final decision.

My final decision

For the reasons above, I am upholding this complaint. Liverpool Victoria Insurance Company Limited should pay Mr and Mrs A £500 in total (less the £300 it has already paid) for the distress and inconvenience it caused them by its delays and poor service especially as it relates to its repairers.

It must pay the compensation within 28 days of the date on which we tell it Mr and Mrs A accept my final decision. If it pays later than this it must also pay interest on the outstanding £200 from the deadline date for settlement to the date of payment at 8% a year simple.

If Liverpool Victoria Insurance Company Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs A how much it's taken off. It should also give Mr and Mrs A a tax deduction certificate if they ask for one so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 15 April 2025.

Anastasia Serdari

Ombudsman