

The complaint

Miss H complains about delays and the poor standard of repairs arranged by Liverpool Victoria Insurance Company Limited ("LV") following an accident claim, under her motor insurance policy.

What happened

Miss H was involved in an accident when driving in July 2024. She initially pursued the matter with the third party's insurer (TPI). Miss H was subsequently determined to be at fault for the accident. The repairs were then arranged by LV under her policy.

Miss H says the repairs were completed poorly. When she raised concerns further repairs were attempted. This happened several times. On each occasion the repairs weren't up to standard requiring further remedial work. Her car was eventually sent to a main dealer garage. Based on the repair costs LV then offered to treat her car as a total loss and to settle her outstanding finance. Miss H says it took a long time to get to this point and this caused her a great deal of distress and inconvenience.

In its final complaint response LV says repairs were completed within eight days initially. But it acknowledges there were issues with the repairs. It says the car wasn't a total loss to begin with.

LV says it decided to involve a main dealer because of the ongoing repair issues. When the cost of the work was confirmed it decided the car couldn't be repaired economically. It then agreed to deal with the claim as a total loss. LV concedes Miss H visited its garage five times to assess the quality of the repairs. To compensate for the delays, inconvenience, and distress it caused Miss H, LV paid her £440.

Miss H didn't think LV had treated her fairly. She says the business should make an increased compensation payment for the distress and inconvenience she experienced. Our investigator didn't uphold her complaint. He says LV had caused delays which resulted in distress and inconvenience for Miss H. But he thought it had done enough to put things right by paying the compensation it had.

Miss H didn't accept our investigator's findings. As an agreement wasn't reached the matter has been passed to me 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.

Having done so I'm not upholding this complaint. I'm sorry to disappoint Miss H but I'll explain why I think my decision is fair.

For clarity Miss H isn't complaining about LV's decision to treat her car as a total loss. Or the claim settlement that was agreed. So, I'm not considering these points here.

We expect repairs arranged by LV to be completed in a timely manner and to be effective and long lasting. I've focused on whether it achieved this here.

The records show that once LV was made aware Miss H wanted it to deal with her accident claim, it arranged for her car to be collected in early August 2024. The repairs were completed, and the car was returned on 14 August. However, the records show Miss H had concerns with the quality of the work. She highlighted green and red marks that remained on the bodywork. From what I've read these marks were made by the garages involved to highlight damaged areas. Miss H also had concerns with door sills that hadn't been repaired properly, numerous scratches and chips in the paintwork, and paint across a rear light amongst other issues.

As above we expect effective repairs to be completed in a timely manner. This didn't happen here. There's no dispute from LV that its garage didn't repair Miss H's car to an acceptable standard.

The claim records refer to a lack of clarity over who was responsible for the markings on Miss H's car. Contact was made with the TPI's garage to query this point. It didn't accept responsibility for any remedial work. The notes say the TPI garage only marked Miss H's car up for an estimate, no work was done.

The notes also say that LV considered if there was pre-existing damage on Miss H's car. It subsequently concluded the damage was all claim related. But there was some confusion around this point due to the markings made by the TPI's garage.

I can see an independent engineer was appointed by LV to inspect Miss H's car on 23 August 2024. She attended the garage with the engineer. Miss H didn't think it was right that the engineer told her the car's paintwork will never look "*brand new*" as the car had had repairs. She was also concerned that the engineer was on first name terms with the garage manager. Miss H says this raises doubt as to the engineer's independence.

I haven't seen a copy of an engineer's report. LV says the engineer works in the area so may well know people in local garages. However, it was accepted that remedial work was needed to repair Miss H's car. As we know the car was eventually dealt with as a total loss. I don't think it's been shown that the engineer failed to act impartially when assessing the repair work. But if this was the case I can't see that Miss H has incurred a financial loss as a result. I say this because LV decided to deal with her claim as the total loss. So, the value of her car being affected due to any poor-quality repairs isn't a factor here.

LV hasn't provided further comment on what the engineer said about the paintwork. And I have no record to evidence what was discussed. I'm sorry Miss H was unhappy with the engineer's comments. I think it's fair that this is considered within an overall compensation payment to recognise the impact of the poor service LV provided. I'll confirm this later in my decision.

In early September 2024 Miss H's car was still with LV's garage. From what I've read she was provided with a courtesy or hire car for the period she was without her own car. I note she wasn't satisfied with the smaller car LV provided. And that this had a manual transmission not an automatic. I can see that LV agreed to provide a larger car from a hire company and this was an automatic. The reason Miss H didn't have her own car was due to the poor standard of repairs from LV's garage. So, I think it was fair that LV arranged for a higher specification hire car to be provided in these circumstances.

The claim records show Miss H's car was confirmed as ready for collection on 12 September 2024. However, it wasn't ready at this time. Issues with the repairs were still ongoing. A later

note says the car should be ready on 20 September. But again, the repairs hadn't been completed to an acceptable standard.

I can see an engineer was appointed to confirm what work was required to repair Miss H's car to its pre-loss condition. The notes say because the car had been resprayed so often it was causing, "*a reaction with the paint*". There was a mix-up with the inspection date. This delayed the engineer's attendance. The records show the engineer confirmed the repairs were inadequate. It was then arranged for Miss H's car to be sent to a main dealer. After several weeks LV received an estimate for the repair work. It then made the decision that it would treat Miss H's car as a total loss and settle the finance she had outstanding. The records show this was confirmed to her on 17 October 2024. The payment to the finance company cleared on 29 October.

LV took just over two and a half months to settle Miss H's claim. Had it completed the repairs to an acceptable standard initially, the car would've been back with her after two weeks. I've thought carefully about the impact this had on Miss H. She describes contacting LV regularly to obtain updates. She accompanied an engineer on four occasions and made a total of five visits to inspect the repairs at LV's garage. This wasn't fair on Miss H. She expended time and effort dealing with this matter over several months because of the issues with the repairs. I note what she says about the anxiety this caused her. She's also referred to taking time off work due to the impact this has had on her health.

In these circumstances it's fair that LV acknowledges the impact its poor standard of claim handling had on Miss H. But having considered the compensation payment it paid her, I think £440 is reasonable in these circumstances. I understand Miss H's view that LV should pay a higher amount to acknowledge the impact it had on her. By no means is my intention to diminish the impact LV's actions had on her. But I'm satisfied that the compensation LV paid is fair, and that this aligns with our services approach.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 19 May 2025.

Mike Waldron
Ombudsman