

The complaint

Mr A complains that Liverpool Victoria Insurance Company Limited trading as LV= ("LV") is responsible for poor quality repairs under a claim on his motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a car, made by a premium-brand car-maker with a powerful engine and first registered in 2017.

Mr A acquired the car in 2019.

For the year from June 2021, Mr A had the car insured on a comprehensive policy with LV.

Mr A reported to LV that in July 2021, an accident had damaged the rear of the car. LV arranged repair.

In 2022, Mr A complained to LV about its repairer. That included a complaint that the repairer hadn't repaired the damage correctly.

By a final response dated 22 November 2022, LV accepted that complaint. LV said it was sending £150.00 for the distress and inconvenience caused. The response included the following:

*"I trust all the repairs have now been completed, and there are no outstanding issues with your car.
Please let me know if this isn't the case."*

Mr A didn't bring his complaint to us within six months after 22 November 2022.

In August 2024, Mr A complained to LV that the car needed rectification of the repair work including paintwork.

On about 3 September 2024, an engineer inspected the car.

By a final response dated 10 October 2024, LV said the following:

*"Im sorry to hear that our repairer used the incorrect colour of paint when carrying out your initial repair in 2021 . One of our Field Engineers has inspected your vehicle and agreed to cover the cost of rectification. He has also confirmed he will keep an eye on the repair process to ensure there are no further issues.
As a gesture of goodwill to apologise for the inconvenience Ive sent you a cheque for £50..."*

Mr A brought his complaint to us in December 2024. He said that LV or its repairer was unwilling to re-repair the poor work. He also said the poor work had caused high fuel consumption.

Our investigator looked only at the complaint answered in the final response letter dated 10 October 2024. He recommended that the complaint should be upheld. He thought that LV had sent the car to its repairer for a bumper alignment and agreed to pay for the paintwork to be rectified. He thought that was a fair way for LV to deal with the repair issues.

However, the investigator thought that Mr A had suffered much inconvenience trying to get the repairs completed and having to lose his car again for rectification work. The investigator didn't think that £50.00 was sufficient in the circumstances to resolve the complaint. He recommended that LV should increase the compensation award to £250.00 in total.

Mr A responded to the investigator's opinion as follows:

"I am happy with your review, however I was not too happy with the compensation but I am fine with it and happy to progress from your review. One thing I am still unhappy about is that the outstanding repair has not been addressed and I am still unsure why they are not addressing this, or are they refusing to address the poor repairs done on my vehicle?"

LV disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says the following:

"I'm afraid I can't agree with this and not sure if you are aware, but we already compensated the customer £150 in November 2022 – see attached. The car has only since gone in for 1 rectification and I feel £50 offered is appropriate, given previous issues were resolved at the time. Also we weren't made aware of this new issue until 29/08/2024"

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.

Scope of this final decision

The Financial Conduct Authority's dispute resolution rules bind the Financial Ombudsman Service.

One such rule is that, before we can investigate a consumer's complaint against a firm, the consumer must first have made that complaint to the firm and waited for up to eight weeks for a final response.

It sometimes happens that a consumer makes a complaint to the firm, receives a final response and then brings the complaint to us, but adding additional points of complaint. The rule applies to such additional points, even if they arise from acts, omissions or communications after the final response.

Another rule is that we can't investigate a complaint if a consumer hasn't brought it to us within six months after the final response, unless there are exceptional circumstances that prevented the consumer from complying with that time limit.

Also, we have to operate a two-stage process under which an investigator gives an opinion and, if either party asks, an ombudsman gives a final decision.

In Mr A's case, there was a complaint and a final response in 2022 and Mr A hasn't said there were any circumstances that prevented him from bringing that complaint to us within

six months. So the investigator didn't investigate that complaint and I can't make any final decision on it.

By late August 2024, there was recent accident damage to the nearside of the car. It was in that context that another repairer had drawn Mr A's attention to new concerns about the quality of the 2021/2022 repairs.

LV has said that it wasn't made aware of the new issue until late August 2024. So I don't consider that Mr A's complaint in 2024 was a re-run of the complaint in 2022.

However I haven't seen enough evidence that Mr A complained to LV before he complained to us in December 2024 that its repair had caused high fuel consumption or that (despite the final response in October 2024) LV was unwilling to re-repair.

So the investigator didn't investigate those points of complaint (including what had gone wrong between October and December 2024) and I can't deal with those points in this final decision.

This final decision focuses on a review of Mr A's complaint in 2024 and whether the final response to it was fair and reasonable.

Review

LV's engineer in early September 2024 accepted a need for rectification of paintwork.

LV's final response apologised that its repairer had used the wrong colour. LV offered to pay for rectification and for its engineer to keep an eye on that.

That response was in line with what I would expect a reasonable insurer to do (or what I would direct an insurer to do) in such circumstances.

However, I've thought about the impact on Mr A of having the poor paintwork drawn to his attention. I don't doubt that the impact included irritation that this was a problem. Also, the impact included the need to contact LV and to make the car available for inspection. Also the impact on Mr A included the fear of inconvenience of being without his own car again while LV rectified the 2021/2022 repair.

Putting things right

I don't consider that LV's offer of £50.00 was enough to put right that impact. Indeed I consider that such a low offer made things worse.

Keeping in mind that the nature and duration of that impact, I consider that £250.00 would be fair and reasonable compensation for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Liverpool Victoria Insurance Company Limited trading as LV to pay Mr A, in addition to its payment of £150.00 in 2022 and insofar as it hasn't already paid him, £250.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 1 August 2025.

Christopher Gilbert
Ombudsman