

The complaint

Mr C and Ms W have complained about how Liverpool Victoria Insurance Company Limited (LV) dealt with a claim under their home insurance policy.

As Mr C dealt with the claim and complaint, for ease, I will normally only refer to him. References to LV include companies acting on its behalf.

What happened

Mr C contacted LV to make a claim when the microphone on his mobile phone stopped working. LV agreed to deal with the claim under the accidental damage cover under the policy. Mr C arranged for the phone to be collected. LV's agent then completed a repair and said Mr C should pay the £200 excess and the phone would be returned to him.

Mr C complained, he said he hadn't expected LV to repair the phone without discussing it with him first. He said he should have been given the option to have the phone returned to him without it being repaired and that this was what he would have chosen to do. When LV replied, it said this wasn't the claims process. It had appointed its supplier to repair or replace the phone as per the policy terms. The supplier decided the phone was repairable and so had carried out the repair. As Mr C wasn't happy with this, he had been given the option to pay the repair cost and have the claim closed as incident only. Otherwise, he could pay the excess and proceed with the claim. These were the only options it could offer.

When Mr C complained to this Service, our Investigator didn't uphold it. She said Mr C had consented to the repair when he made the claim. There was no evidence to show Mr C had questioned this or raised this as an issue before the phone was booked for collection. Although Mr C wanted his phone to be returned to him unrepaired, this wasn't now possible. The repair had been carried out and it wasn't possible to undo this. She said LV had acted in line with the policy terms and conditions. She said the option of paying for the repair or paying the excess was fair in the circumstances.

Mr C disagreed. He said he hadn't explicitly agreed to the repair and hadn't been given a choice. He said he felt misled. So, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

Mr C has said he'd expected LV to provide him with an opportunity to consent to his phone being repaired. He has said that had he been given this opportunity, he would have said he wanted the phone returned to him unrepaired. I'm aware Mr C has said his understanding of how the claim would work was also informed by LV saying it offered "*an effortless claims experience with maximum choice at your convenience*". I've also read Mr C's reasons in full about why he wanted an ombudsman to consider his complaint, even if I don't comment on

them here. I've focussed on what I consider to be the key issues in order to make a fair and reasonable decision.

Looking at the policy booklet, this said:

"If the loss or damage is covered by this insurance we'll agree with you to:

- arrange for repair or replacement using one of our suppliers; or*
- pay the cost of repair; or*
- make a cash payment."*

So, the policy explained that where the claim was covered by the policy, LV would agree with the policyholder how the claim would be settled. In this instance, LV directed Mr C to its supplier that dealt with mobile phone claims. I've seen nothing to suggest Mr C raised any concerns with LV or its supplier at that time about how the claim would progress.

Mr C needed to complete a form to arrange for the phone to be collected. I've seen a screenshot of what Mr C saw. At the top of screen, in large font, it said: "BOOK YOUR REPAIR". So, I think it was clear that the purpose of completing this form was to book a repair. The screen also showed the repair timeline, which included seven steps. Mr C has said that because one of the steps listed was "*Repair Authorised*", he thought this would mean the repair had been approved in principle but he would be asked if he wanted to go ahead with the repair. However, I didn't see anything that indicated this was what was meant. I also haven't seen anything to suggest Mr C raised at this stage that, despite having booked a repair, he wanted to be asked if he wanted the repair carried out. I think it was reasonable that LV completed the repair, given Mr C had booked his phone in for a repair.

I'm aware Mr C also received some messages about his claim. LV accepted these were sent out of order. Mr C received a message that said "*Your item has been successfully repaired*". About three hours later, he received two further messages. One said the engineer had deemed the item repairable and repairs could take up to seven working days. The other message said the item had been received and the repairer would be in contact shortly with an update on next steps. Mr C has said that had he received the messages in the correct order, he would have contacted LV's supplier to clarify repair costs and prevent unauthorised work.

I note the repair cost to Mr C was a fixed amount, which was the £200 excess specified in the policy. Mr C has also said he had expected to be given the option to have the phone repaired and pay the full repair cost himself and not have it added as a claim under his policy. However, Mr C was dealing with LV, which is an insurer. Its role was to deal with claims under the policy, not to provide a privately paid for repair service as an alternative to making a claim. Looking at what happened, I think it was reasonable that LV carried out the repair. The order in which Mr C received the emails doesn't change my view on this.

Mr C has said he wants his phone returned to him unrepaid. However, LV has said it isn't possible to undo the repair. It has said Mr C can either pay the £200 excess and proceed with the claim or pay the full cost of the repair, in which case it would record it as "*incident only*" to try and bring this to a conclusion. I think what LV has offered is fair in the circumstances. I leave it to Mr C to decide which option to accept.

So, having thought about everything that happened, I don't uphold this complaint or require LV to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Ms W to accept or reject my decision before 2 September 2025.

Louise O'Sullivan
Ombudsman