

The complaint

Mr M is unhappy that Liverpool Victoria Insurance Company (“LV”) refuse to take over his claim and arrange for his car to be declared a write off.

What happened

Mr M has comprehensive motor insurance with LV.

Unfortunately, in January 2025 Mr M’s car was involved in an accident as a result of ice on the road. The third-party accepted responsibility for the accident so Mr M’s broker referred his claim to an accident management company. The car was collected and went to the garage for repair.

By April 2025 the car was still at the garage as the repairs weren’t complete. During this time Mr M was using a courtesy car – the cost of which was almost £6,000 but would likely increase.

Mr M asked LV whether his car could be declared a write off, but his insurer wasn’t able to take over the claim or intervene with the repairs. So, he raised a complaint.

Our Investigator looked at the evidence and didn’t uphold the complaint. He said Mr M’s claim was being dealt with outside of his insurance policy, LV were only notified of the incident, it wasn’t dealing with the claim itself. So, the delay to the repairs and the increasing cost of the hire car weren’t something LV were responsible for. The Investigator said LV told Mr M it wasn’t able to take over conduct of the claim or declare the car as a write off since repairs on the vehicle had already started. The Investigator concluded that was fair.

Mr M didn’t agree. He said he claimed through his broker who he pays his premiums to, and they told him his car would be collected and taken for repair. He wasn’t told an accident non-fault recovery team would manage the claim, and so he isn’t responsible for the costs incurred. Because Mr M didn’t agree the complaint has come 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.

I think it’s important to explain that Mr M’s insurer is LV – that is LV underwrites Mr M’s insurance policy. Mr M purchased the policy through an insurance broker, who I will refer to as S, and that is who he pays his insurance premium to. My decision only deals with the actions of LV in relation to this claim. Any complaint regarding the actions of S need to be referred to S separately.

When Mr M reported the accident to S, S referred him to an accident management company rather than directing him to LV to handle the claim under his motor insurance policy. While I understand Mr M is dissatisfied with this referral, it falls outside the scope of LV’s

responsibilities. I say that because LV is not accountable for the actions of S, and so I can't hold LV liable for S.

Mr M later contacted LV requesting it take over the claim due to delays in the repair process. However, LV explained it was unable to intervene because the repairs were already underway. LV generally only considers taking over a claim from an accident management company when the claim has not yet progressed. This allows LV to manage the process from the outset and ensure any costs incurred align with its own liability under the terms of the policy.

Mr M also asked LV to arrange for the vehicle to be written off, but LV declined. This was due to the risk that it might not be able to recover the associated costs. Since LV had not been involved in managing the claim from the beginning and significant costs had already been incurred, it was not in a position to take over at that stage.

Additionally, any claim made under Mr M's insurance policy at this point could be recorded as a 'fault' claim if the costs for repairs, hire car, or a write-off could not be recovered from the third party. This would also affect any no claims discount Mr M may have accrued.

For these reasons, although I understand Mr M's frustration, I can't say LV acted unreasonably or unfairly.

My final decision

My final decision is that I do not uphold this complaint about Liverpool Victoria Insurance Company.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 October 2025.

Kiran Clair
Ombudsman