

## **The complaint**

Mr A and Miss S complain that Liverpool Victoria Insurance Company Limited trading as Britannia Rescue (LV), damaged their vehicle, following a claim under their roadside assistance insurance policy.

LV has been represented on the claim by its agents. For simplicity, at points, I've referred to the actions of LV's agents as being its own.

## **What happened**

Mr A and Miss S had a roadside assistance insurance policy with LV that covered their campervan (the vehicle). In July 2024, they reported a breakdown while abroad. LV completed recovery and repatriation of the vehicle in October 2024.

In October 2024, Mr A and Miss S complained that LV damaged the water tank on the underside of their vehicle. They were also unhappy with how long LV took to investigate their concerns.

LV's Engineer reviewed the damage, and LV arranged an independent inspection by a company I will refer to as H. H physically inspected the damage in January 2025, and said a fair cash settlement for the damage caused would be £595, given the quality of the tank that had been installed prior to the damage.

LV issued a complaint response in January 2025. It accepted its agents caused the damage. But because it said the damaged water tank appeared to have been a temporary replacement, it offered a cash payment of £595. It didn't agree to pay the costs in the quote Mr A and Miss S obtained, because this was for the installation of a permanent water tank, which it said amounted to betterment. It apologised for the time it had taken to investigate matters and offered £350 compensation for the overall distress and inconvenience caused.

Mr A and Miss S remained unhappy and referred their complaint to the Financial Ombudsman Service. They said the £595 payment wasn't sufficient and the £350 compensation didn't reflect the time they'd spent, and the stress and anxiety they'd experienced as a result of LV's actions.

The Investigator didn't uphold the complaint. They were satisfied LV acted fairly in paying £595 based on H's estimate. They said the damage to the water tank wouldn't have stopped the vehicle being used, so they didn't think LV was wrong not to consider further payments for loss of use. They also said the £350 compensation LV had paid was fair.

Mr A and Miss S didn't agree. They didn't agree the compensation paid was fair, and they said the cost of the works were higher than LV had paid, even without the cost of the tank itself, which they accepted could be seen as betterment.

Because the complaint couldn't be resolved, it's 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.

I should first set out that I acknowledge I've summarised Mr A and Miss S's complaint in a lot less detail than they've presented it. Mr A and Miss S have raised a number of reasons about why they're unhappy with LV. I've not commented on each and every point they've raised but, instead I've focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy by this, but it simply reflects the informal nature of this service. I assure Mr A and Miss S, however, that I have read and considered everything they've provided.

LV doesn't dispute its agents damaged the water tank. So, I've considered what a fair resolution is, in the circumstances of this complaint. In deciding what's fair, I've considered the condition of the water tank prior to the damage.

LV's Engineer reviewed images of the water tank in December 2024 and concluded the water tank that had been fitted prior to the damage, was not fit for purpose. The independent Engineer at H then physically inspected the water tank in January 2025 and said it wouldn't be appropriate to arrange a like for like replacement of this, as this would not be durable or fit for purpose. Overall, I'm persuaded by the conclusions reached by the Engineers, that the existing water tank fitted to the vehicle, was not fit for purpose.

Generally, I think a fair resolution would be for LV to return Mr A and Miss S to the position they were in before the damage occurred. But because I consider the previously fitted water tank was not fit for purpose, I don't think it's fair to direct LV to repair the damage. So I think it acted fairly in considering a cash payment.

LV made a cash payment of £595 for the damage. This was based on H's review of the damage, and their estimate for the works and required parts. Given that H's estimate was independent, and based on what they considered a fair settlement, keeping in mind the quality of the existing water tank, I think LV acted fairly in relying on this.

Mr A and Miss S provided evidence of the cost to replace the water tank, from their garage. This shows the cost of just labour for the works total £648, including VAT. Mr A and Miss S said this shows the payment LV made was not sufficient, even for a like for like replacement. But I consider the costs Mr A and Miss S presented, were for the materials and labour involved in replacing the existing water tank with a more suitable and fit for purpose replacement. And I think this would be different to the materials and labour involved in a like for like replacement of their existing water tank. So I'm not persuaded this is sufficient to show LV's cash payment amount was unfair in the circumstances.

Overall, for the reasons outlined above, I'm satisfied LV acted fairly in making a cash payment of £595 for the damage its agents caused. So I won't direct it to pay anything more.

Mr A and Miss S wanted LV to cover other costs associated with the repair, including travelling to and from the garage. But I've explained why I'm persuaded the existing water tank wasn't fit for purpose. And I can see H said an installation like the one Mr A and Miss S already had, would not be durable. So, I think it's more likely than not this would need to be replaced at some point anyway, and Mr A and Miss S would likely have incurred the associated costs. For this reason, I don't consider it fair to direct LV to pay these costs.

Mr A and Miss S also raised the loss of use of their vehicle. But H confirmed the damage to the water tank didn't render the vehicle immobile. And I'm conscious the vehicle was subject

to a breakdown, rendering it undriveable, prior to any damage caused by LV. With this in mind, I don't consider it fair to direct LV to pay any further costs for loss of use.

In damaging their vehicle, I consider LV caused Mr A and Miss S considerable and avoidable distress and inconvenience. This includes Mr A and Miss S having to arrange a replacement earlier than they likely would have had to. I also consider that this was further compounded by the avoidable delays in LV's investigation into Mr A and Miss S's concerns. But overall, I think the £350 compensation LV paid is fair and reasonable in the circumstances, so I won't direct it to pay more.

### **My final decision**

For the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Miss S to accept or reject my decision before 12 February 2026.

Monjur Alam  
**Ombudsman**