

The complaint

Mrs P complains that Liverpool Victoria Insurance Company Limited (LV) declined her claim on her motor insurance policy. She wants it to pay for her car to be repaired.

What happened

Mrs P said she hit a kerb and her car was damaged so that it wouldn't start. So she made a claim to LV for repairs. LV sent an independent assessor to inspect the car. And Mrs P provided an estimate from her repairer and information from a dealership. LV's engineer considered these and Mrs P's version of events. He decided that the damage was more likely due to wear and tear or lack of maintenance and so LV declined the claim. Mrs P was unhappy with this.

Our Investigator didn't recommend that the complaint should be upheld. He thought LV had reasonably considered the expert opinions and decided that the claimed for damage wasn't consistent with hitting a kerb but due to wear and tear. He thought this was excluded from cover by the policy's terms and conditions. And so he thought it was fair and reasonable for LV to decline the claim.

Mrs P replied that the impact of hitting and mounting the kerb caused an engine mount to break. She provided photographs showing the height of the kerb. But the Investigator thought LV had reasonably decided that a rear wheel hitting a kerb was unlikely to cause an engine mount to snap and this was more likely due to wear and tear.

Mrs P replied that LV's garage had told her that repairs would be made. Mrs P asked for an Ombudsman's review, so her complaint has come to me for a final decision.

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 can see that it's now almost a year since the incident in the car park. And I can understand that this has been a stressful and frustrating experience for Mrs P and her family. LV declined her claim as it thought the damage caused was due to wear and tear, not the impact of hitting the kerb. Mrs P has had her car repaired and I can understand that she would want the significant costs of the repairs and her hire car to be reimbursed.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

I can see that Mrs P's policy states that wear and tear is excluded from cover. Wear and tear is defined as: "*unavoidable damage caused by general use over time*". And on page 10 of the policy booklet under "What isn't covered", this is excluded. I think this is a common exclusion in motor insurance policies and LV doesn't have to specifically highlight it to draw it to Mrs P's attention. So I think it's fair and reasonable for LV to rely upon it.

As our Investigator has already explained, we're not engineers. We don't assess how or whether damage has occurred. Our role is to consider whether an insurer has reasonably considered the evidence available and justified its decision about repairs.

LV firstly raised a concern that when Mrs P first contacted it in the car park, she didn't mention hitting the kerb. She just said that her car had broken down. The car was recovered to a garage for inspection. Mrs P later said that the car's driver's side rear wheel had hit the kerb, she had heard a noise and then the car wouldn't start.

Mrs P said that LV's garage had told her in a call that the damage was consistent with the circumstances she had described, and it would repair her car. I haven't heard this call, and I acknowledge that Mrs P's expectations may have been raised unfairly. But from what I can see this call was made before the garage had stripped the car. So I don't think it's relevant as LV had yet to authorise the repairs and it's common in claims for insurers to change their decisions following validation.

LV said its garage couldn't say whether hitting the kerb would have caused the damage to the car. Mrs P said her own repairer had said the damage was consistent with the incident. But I note that when LV requested evidence to support this, it provided an estimate for repairs and not a damage report. And so I think LV reasonably instructed an independent engineer to inspect the car. We think this is good practice where there's disagreement about accident-related damage.

I've seen the independent engineer's report. It said the car was in below average condition with higher than average mileage for its age, and:

"The left gearbox mount has sheared, causing the gearbox to drop and damage the left drive shaft inner boot. All the vehicles engine mounts are worn; the broken mount is due to wear and tear/lack of maintenance".

I note that the report incorrectly states that the damage was alleged to have occurred when the car was driven over a pothole. But the engineer has since corrected this and stated that it doesn't alter the findings of the report.

Mrs P then took her car to a dealer's garage for a health check. It provided this and a video for LV to consider. I note that the garage said there was "no way to tell" that the damage was caused by the incident. But it listed a number of faults with the car that would have come to light at the MOT that was due.

LV's in-house engineer reviewed this report and the independent assessor's report. The latter noted kerb-related damage to the rear driver's side wheel. But it said this didn't have any major force exerted on it. The in-house engineer also noted that the incident was reported in a car park where a low-speed impact wouldn't have caused damage to the engine mount.

So I'm satisfied that LV reasonably concluded that there wasn't sufficient evidence to show that the reported damage had been caused in a one-off accident and that it was more consistent with wear and tear over time.

I'm satisfied that LV came to this conclusion after reasonably considering the expert evidence available. And I'm satisfied that as wear and tear is excluded from cover in the policy's terms and conditions, LV reasonably declined the claim. It follows that I don't require LV to reimburse Mrs P for her repair costs.

My final decision

For the reasons given 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 Mrs P to accept or reject my decision before 2 February 2026.

Phillip Berechree
Ombudsman