

## The complaint

Mr and Mrs W are complaining about the way Liverpool Victoria Insurance Company Limited ('LV') has handled the settlement of his car insurance claim and the way its call handlers have spoken to them.

Mr W has acted on behalf of both himself and Mrs W in this complaint, so I shall refer to Mr W throughout this decision

## What happened

The details of the accident, the claim and the events leading up to the settlement are well-known to all parties, so I will not restate them in long form.

In summary, Mrs W's vehicle was involved in an accident, causing him to make a claim with LV. This claim was accepted, and Mrs W's vehicle was deemed a total loss. LV said it would settle the claim by paying Mrs W the car's market value less the excess. LV sent a market value settlement figure to Mrs W by email. Mr W was later made aware of this figure during a telephone call on 14 March 2025. Mr W says LV pressured him into accepting this valuation and felt like he was being presented with a "take it or leave it" option.

LV said Mr W accepted its valuation and provided Mrs W's bank details to arrange payment of the settlement. However, it said he attempted to withdraw this acceptance when he was made aware that he would have to hand back the hire car. It reviewed the telephone call but was satisfied the call handler acted appropriately.

Mr W was unhappy with the outcome of his complaint, so he referred it to our Service.

Our Investigator thought LV acted fairly and reasonably. Mr W remained unhappy with this response, so has asked for an Ombudsman to assess the complaint.

## 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 am not upholding this complaint, and I'll now explain why

I note that Mr W has raised several reasons why he thinks LV has treated him unfairly. But in this decision, I'm only focusing on the crux of the complaint, which Mr W has said is that LV's call handler pressured him into accepting LV's claim settlement. But I don't agree. I have listened to numerous telephone calls between Mr W and LV, including the conversation of 14 March. I have also considered all the correspondence between Mr W and LV, and between Mr W and the Service.

While I've taken Mr W's comments into account, I don't agree with his interpretation of the call handler's attitude during the 14 March call.

In the call, LV advised Mr W its engineer had assessed the car and had valued it at £6450. Mr W replied and said, *"I think these people are experts, they know what they're doing, so I mean, that offer seems to me to be perfectly acceptable, but I'll just have to wait and see or go online and accept it I suppose."*

The call handler then explained Mr W had a period of time to consider the settlement figure and how Mr W could accept it. Mr W replied, *"Yeah, do it now, I will accept their expert opinion any day of the week."* And he provided LV with Mrs W's bank details to process the settlement.

I think it's clear from this exchange that Mr W accepted the settlement figure and it was fair for LV to act accordingly. After this, LV explained it would only provide a hire car for a further four days. Mr W was unhappy LV said this and at this point said he was no longer willing to accept the settlement. But this was in line with the terms of the insurance policy. So the call handler was simply setting out what the policy covered Mr W for. And I haven't seen anything to show they treated Mr W unfairly on that call.

I appreciate Mr W says he considered LV's actions to be akin to a "take it or leave it approach". But it was simply acting in line with the terms of the policy. So I can't say it treated him unfairly.

Mr W says he told LV he wasn't medically fit to make any decisions relating to the settlement. But, as I said, he'd clearly said he was accepting the settlement but only looked to retract that when he was told the policy didn't provide for a hire car after this.

Ultimately, Mr W asked LV to pay the settlement and, under the terms of the policy, LV was only required to provide the hire car for a further four days. I appreciate Mr W says this didn't give him enough time to seek a replacement car. And I sympathise with the situation he found himself in. But I can't say LV treated him unfairly.

### **My final decision**

For the reasons I stated above, I am not upholding this complaint. LV acted fairly and reasonably in the way they handled the settlement of Mr and Mrs W's claim, and in subsequent contacts.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 13 March 2026.

Joshua Clement  
**Ombudsman**