

## The complaint

Mr S complains that Liverpool Victoria Insurance Company Limited (LV) declined his claim made on his motor insurance policy.

## What happened

Mr S said he hit a pothole, and this caused extensive damage to his car so that it failed its MOT. He decided to make a claim on his policy and LV thought the car was a total loss. But due to the extent of the damage, it sent an engineer to inspect the car. The engineer's report said the damage was caused by wear and tear and mechanical failure. This was excluded from cover under the policy. So LV declined the claim. Mr S was unhappy with the inspection and that LV hadn't contacted an independent witness who saw him hit the pothole.

Our Investigator didn't recommend that the complaint should be upheld. She thought LV had reasonably had a physical inspection of the car made as its engineers couldn't attribute all the damage to the incident. Based on this inspection, she thought LV reasonably concluded that the damage to the car could not be due to hitting a pothole. But it found this to be due to gradual wear and tear and mechanical failure, which wasn't covered by the policy. She thought a statement from the witness wasn't needed.

Mr S replied disagreeing that the damage aligned with wear and tear. He said he had maintained his car. He thought the damage had been caused by sudden impact rather than by gradual deterioration. Mr S asked for an Ombudsman's review, so his 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.

Mr S has told us that being without his car is causing him inconvenience. I was sorry to hear this. And I can understand that he feels frustrated that LV has declined his claim. Our approach in cases like this is to consider whether the insurer acted in line with the terms and conditions of the policy and fairly and reasonably.

LV declined the claim because it said it thought the damage Mr S said had been caused by hitting the pothole was due to wear and tear and mechanical failure. In Mr S's policy booklet on page 16 under "2 Damage to the car", exclusions from cover are listed under "What is not covered under section 2". These include:

*"Loss or damage caused by wear and tear or depreciation.*

*Loss or damage caused by any mechanical, electrical, electronic computer or computer software failures, breakdowns, faults or breakages"*

These are common exclusions in motor insurance policies, and I don't think LV needs to specifically highlight them to draw them to Mr S's attention. And so I think it's fair and reasonable for LV to rely upon them.

LV was concerned about the amount of damage that Mr S said colliding with the pothole had caused to his car and with the defects listed on the MOT report. And so it had its engineer inspect the car.

Mr S was unhappy with the attitude of the engineer and the quality of the inspection. But I wasn't present, so I can't comment on the engineer's attitude. In terms of the inspection, I can see that a very detailed report was provided by the qualified engineer and later reviewed by LV's senior engineers. And so I can't see any concerns with this.

The engineer's report commented on wear and tear and corrosion. It pointed out areas of damage that he thought couldn't have been caused by a collision with a pothole. LV commented on the nature and design of Mr S's car as a heavy-duty off-road vehicle that wouldn't sustain such damage from hitting a pothole. But it said the damage was caused by wear and tear and mechanical failure.

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.

Mr S said LV hadn't contacted an independent witness who was driving behind him at the time of the incident. But LV hasn't disagreed that Mr S hit a pothole and then had to change a tyre. So I don't think the witness would provide further evidence for LV to consider.

I can see that Mr S disagreed with LV's engineer's report. But I can't see that he has provided any engineering evidence to counter this. So I'm satisfied that LV has reasonably relied on the evidence available and so justified its decision to decline the claim. I think this was in keeping with the policy's terms and conditions, set out above. And so I'm satisfied LV's decision to decline the claim was fair and reasonable.

### **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 Mr S to accept or reject my decision before 9 March 2026.

Phillip Berechree  
**Ombudsman**