

The complaint

Ms O has complained that Liverpool Victoria Insurance Company Limited (“LV”) didn’t fairly handle a claim made under her motor insurance policy.

What happened

In 2024, Ms O made a claim to LV after her vehicle hit the kerb. She said the two front seatbelts became stuck.

She contacted LV and had the car brought in for repairs. Following the repairs, Ms O said there were recurring issues whilst the repair was still under warranty and she had to pay herself for the issues to be rectified, leaving her out of pocket for costs that should’ve been covered by LV.

When she complained, LV said initially that it had tried to obtain a report for the seatbelts which should include the cause of the issue and any codes that show when running a quality check, but despite chasing for this report, it had not been provided.

In its final response letter it couldn’t contribute towards the repair costs as it would need evidence that the damage was related and covered as part of the claim. It said it hadn’t been able to inspect the damage as the work was carried out before Ms O had informed LV. It said Ms O should request a report from the repair garage confirming the cause of the issue.

Ms O didn’t accept LV’s response. She said the problems started with the initial repair and reached the point where a warning light came on in the car which caused her anxiety. So she referred her complaint to the Financial Ombudsman Service.

Our Investigator considered the complaint, but didn’t think it should be upheld. He said LV wasn’t able to substantiate whether the damage was related to its initial repair, so it was fair for it to decline to cover Ms O’s costs.

Ms O didn’t agree with our Investigator, so the complaint has now come to me for an Ombudsman’s 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.

As this is an informal service, I’m not going to respond here to every point raised or comment on every piece of evidence Ms O and LV have provided. Instead, I’ve focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the ‘Insurance: Conduct of Business Sourcebook’ (ICOBS). ICOBS 8.1 says an insurer must

handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. It should also settle claims promptly once settlement terms are agreed. I've kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

Ms O strongly believes that the issues with her seatbelt were as a result of a negligent repair, arranged by LV, following the incident when her vehicle hit the kerb. I've looked at the claim notes and can see that Ms O first contacted LV in February 2024 about the initial damage. The report from this date shows that damage was sustained to Ms O's vehicle at the front offside and rear offside wheels. The report mentions that the seatbelts were locked.

However, it wasn't until November 2024 that Ms O contacted LV again about the warning light appearing on her dashboard. She says this was directly related to the incident and the repairs carried out by LV. But I've seen no evidence that there is a correlation between the original incident repairs, and the issues Ms O experienced in late 2024.

I can see from the information provided by LV, that the garage which repaired the seatbelts in November 2024 said it did so following a further incident. Ms O says she wasn't involved in a further incident after the initial incident. But I'm afraid that there's no independent evidence to show what caused the issue with Ms O's seatbelt in November 2024. And there was a gap of around 7 months between the initial repairs and Ms O notifying LV of a problem, which suggests the issue may not have been related to the repairs. So I'm unable to uphold Ms O's complaint.

I've considered all the points raised by Ms O in response to our Investigator's view. But I've seen evidence that LV repeatedly requested reports as to the cause of the issue, which were never provided. I think it was fair for LV to say it would need more information before it was able to substantiate the claim.

I appreciate Ms O's frustration with the matter. She's said she's had intermittent issues with the seatbelt and has feared for her safety, which I completely understand. But when making a claim on an insurance policy, it is for the insured – so in this case Ms O – to demonstrate she's suffered a loss that's covered by the policy. In this case, I'm not satisfied Ms O has been able to prove that the loss she's suffered is covered by her policy or that LV is liable to reimburse her for it.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 18 May 2026.

Ifrah Malik
Ombudsman