

complaint

Mr P complains that Liverpool Victoria Insurance Company Limited ("LV") didn't cover all his costs when he made a claim on the specialist motor insurance policy he had for his camper van. He's also unhappy about delays in the claims process.

background

Mr P was in an accident in the camper van on 19 July 2015 whilst on holiday abroad. He was able to drive the vehicle home the next day but it wasn't collected for repair until 22 October 2015. Mr P wasn't happy with the courtesy car he was offered. He was without his vehicle for another month. He thought LV should have paid the cost of a flight home for his wife as well as for charges made by the police and the fire service abroad after the accident. He said LV's communication with him was poor throughout.

Our adjudicator thought LV had acted reasonably in paying Mr P £550 for the delay in starting repairs and its poor service. It had also paid for a night's accommodation abroad and the cost of developing some photos of the accident. She thought it wasn't liable for the £500 the police had required Mr P to pay, but she asked LV to consider paying the fire service bill. LV's now agreed to do that.

Mr P wasn't happy with the proposed settlement, so the complaint was passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

LV recognised it should have moved more quickly in arranging the repairs. It offered Mr P £400, which reflects 40 days loss of use of the vehicle. Mr P was without it for much longer than that, but LV said the garage had tried to contact him from 8 September 2015. LV wrote to Mr P a week after that confirming the repairs could go ahead. Mr P says the garage didn't try to contact him and he didn't get LV's letter. LV can show the letter was sent. It's not possible to be sure what the garage did, but it seems unlikely it wanted to avoid the job.

There was a further delay after Mr P and the garage were in contact. It only had small courtesy cars. Mr P's disabled and said they were useless to him. But there's no entitlement to a courtesy car anyway. Mr P didn't have the extra cover needed for a hire car but LV offered him a medium-sized one anyway. Mr P didn't accept it. He wanted his own vehicle back as soon as possible and said he'd make do with lifts from others meanwhile.

I think LV's offer for delays was fair, taking into account that Mr P could have had a car from the time repairs started. I appreciate he needed a larger than standard-size vehicle, but the policy was limited in what it covered. I don't think LV could reasonably have done more. I don't think LV was responsible for the cost of Mrs P's flight. Mrs P decided not to take the planned flight home, given the traumatic event Mr P had suffered. But Mrs P may be able to claim under her travel insurance policy. LV paid for hotel accommodation for the night before Mr and Mrs P travelled home, which I think was reasonable under the terms of the policy. It also covered the cost of photos Mr P had taken.

If Mr P had been forced to pay for a ferry home twice, I'd have considered whether it was reasonable for LV to contribute to that, but he says he didn't. The cost of petrol would have been incurred anyway for the journey home.

The sum charged by the police was substantial, but I don't think LV's responsible for reimbursing it to Mr P. It seems it's a security deposit against the cost of any fine he might incur at some point as a result of the accident. That's not something covered by the policy.

Initially LV said it would defend the claim being made against Mr P by the fire service. The issue was being looked at abroad, but Mr P heard further nothing about it from LV. Meanwhile, he received correspondence in a foreign language from the fire service. When the adjudicator queried it, LV said it didn't want to pay the charge at first in case Mr P wasn't liable for the accident. As liability isn't now disputed, it's agreed to pay it. I think it was fair for LV to establish what was likely to happen before deciding whether to pay the charge.

I can see why Mr P was unhappy about LV's lack of contact with him overall. It accepted it hadn't responded to some of his letters. I don't think it kept him updated sufficiently about the claim either. It can show it made a few calls to him and didn't manage to get through, but I think its service was lacking overall. LV's offered Mr P £150 compensation for this issue. I think that's fair and in line with the level of compensation we'd have suggested otherwise.

Mr P's looking at whether he can claim for any of his uninsured losses elsewhere. In the meantime he's also unhappy about the repairs that have been carried out to his vehicle by LV's repairer. That's being dealt with as a separate complaint.

Mr P's clearly had a very difficult time since the accident happened. I can understand why he's distressed by the various events he's described. I think LV's partly responsible for the trouble and upset he's suffered, but it's already paid him £611.85 in compensation and for a hotel and photos. It's now agreed to pay the fire service bill as well. I think the proposed settlement's fair and reasonable.

my final decision

My final decision is that Liverpool Victoria Insurance Company Limited should settle the complaint (as already agreed) by paying the fire service bill in addition to the money it's already paid Mr P.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 April 2016.

Susan Ewins
ombudsman