

The complaint

Mr R and Mrs R have complained about how Liverpool Victoria Insurance Company Limited (LV) dealt with a home insurance claim.

What happened

Mr R and Mrs R made a claim for an escape of water at their home. LV accepted the claim and appointed loss adjusters. Mr R and Mrs R later complained to LV. They were unhappy with how the claim was being dealt with, including how it was proposed to deal with a damaged kitchen cupboard door.

When LV replied to the complaint, it explained how settlement for various items had been dealt with. For the kitchen cupboard door, it said its supplier was confident it could be repaired. It said it would attempt a repair before replacement, which was what the policy said it would do.

Mr R and Mrs R complained to this service. Our investigator upheld the complaint in part. She said it was reasonable for LV to repair the door before deciding whether to replace it. However, she said there had been some avoidable delays, for which LV should pay £200 compensation.

As Mr R and Mrs R didn't agree about the door, the complaint was referred to me.

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.

Having done so, I uphold this complaint in part. I will explain why.

Mr R and Mrs R were unhappy about how a number of items were looked at under the claim. It's my understanding that the main item that remains outstanding is the kitchen cupboard door. LV has said that the door can be repaired. Mr R and Mrs R have said that it can't.

Looking at the policy terms and conditions, these said:

"If the loss or damage is covered by this insurance we'll agree with you to:

- arrange for repair or replacement using one of our suppliers; or*
- pay the cost of repair; or*
- make a cash payment.*

...

If we can offer a repair or replacement through one of our suppliers and you choose not to have the item repaired or replaced or you wish to use your own supplier, we will not pay more than the amount we would have paid our supplier."

LV has said it will attempt to repair the door before considering replacing it. It has also offered the amount it would have cost LV to repair the door as an alternative. This was in line with the policy wording.

Mr R and Mrs R have said it isn't possible to repair the cupboard door and it should be replaced. They have provided a report from a carpenter that said the damage was too substantial to repair. It was recommended that the door be replaced. I've also read LV's report. This confirmed a repair could be carried out and included a photo of the damaged part of the door. Based on what I've seen, I think it was fair for LV to say it will try and repair the damage to the door, or to pay the equivalent cost, and only to look at whether to replace the door if this is unsuccessful.

I've also looked at the overall claim handling. Mr R and Mrs R have said they had to dispute several items and that, having done so, they were then included in the claim. I'm aware there will normally be a certain level of inconvenience because of having to make a claim. I also think it's reasonable for an insurer to assess a claim to ensure it's clear what should be covered as part of it. However, it is my understanding that there were prolonged discussions to try and bring some of the issues to a satisfactory conclusion. I think Mr R and Mrs R were caused more inconvenience than I would expect for this type of claim. There seemed to be a number of items LV initially assessed weren't damaged by the water, so not covered as part of the claim. However, they were later found to be beyond economic repair and settled under the claim. This included items such as the washing machine. So, I think LV should pay Mr R and Mrs R £200 to recognise the impact on them of how parts of the claim were assessed.

Putting things right

LV should pay Mr R and Mrs R £200 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld in part. I require Liverpool Victoria Insurance Company Limited to pay Mr R and Mrs R £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 5 February 2024.

Louise O'Sullivan
Ombudsman