

The complaint

Miss H has complained about the standard of work carried out by a plumber appointed by Liverpool Victoria Insurance Company Limited's (LV) contractor as part of it dealing with a claim under her home insurance policy. For the sake of ease I'll refer to the plumber as P.

What happened

The background to this complaint is well known to both Miss H and LV and therefore I do not propose to set it out in detail.

In summary, following a decision by another ombudsman on a previous complaint Miss H bought to our service, LV arranged for repairs to take place to Miss H's property. And Miss H raised concerns about the standard of the work carried out by P.

To be clear, in this decision I am only considering Miss H's concerns with the standard of work carried out by P. I do of course appreciate Miss H wants us to consider all the issues relating to the repairs to her home. But I cannot do that in this decision because LV provided a final response on the plumbing issue and that's all our investigator considered and provided an opinion on.

If Miss H wants to make a new complaint which covers the numerous other concerns she has she can do this, but I think it would be best if LV issues a final response setting out its position on these issues before she does so, if it has not done so already.

Turning back to the issue with the work carried out by P. I can see that Miss H raised various concerns about this and I've seen the many emails she has sent on the subject. And it clearly got to the point where Miss H was not willing to let P continue to work on her home. In view of this LV offered her three options in an email dated 4 July 2023 and confirmed in its final response on the complaint on 14 July 2023 that Miss H needed to choose one of these.

The options were as follows:

- Miss H to have a plumber of her choice complete the internal plumbing works to her property and P to complete the external work.
- Miss H to have a plumber of her choice take over all the work.
- P to continue with the work, but have a different operative complete it.

LV was willing to cover the cost of each of these options.

At some point after this, LV decided it simply wasn't possible for it to be involved with the outstanding works at Miss H's property and made a cash offer to cover the cost of completing these. This included the cost of the outstanding plumbing work.

Miss H asked us to consider her complaint and our investigator did so. She said that the options to resolve Miss H's concerns with P that LV had offered in July 2023 were

reasonable. She also explained that LV had more recently offered a cash settlement for the outstanding plumbing work, which she felt was a fair and reasonable way to resolve Miss H's concerns.

Miss H has asked for an ombudsman's decision. She has said she was expecting her complaint to include consideration of all the concerns she has about the works at her home by LV's contractor. And she's clearly not happy with what LV has suggested in relation to the plumbing issue.

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.

When Miss H brought her complaint to us we made it clear we were only going to consider her concern about the standard of the plumbing work at her property. And this is all our investigator has done. And it is all I am going to do in this decision. I do of course appreciate Miss H has wider concerns, but if she wants these considered, she will need to make a new complaint about them. And I can only consider what happened with regards to the plumbing issues up until the point that LV issued its final response to Miss H on these on 23 July 2023.

I can see that Miss H was very concerned with the approach of P. And she was not willing to let them continue working at her property. This meant LV had to come up with other options. And this is exactly what it did. And I am satisfied its approach in doing so was reasonable. It was then up to Miss H to decide which option she wanted to go with. In the end it seems LV decided a cash settlement was better. But I think the options it suggested in its email of 4 July 2023 were reasonable and I would not expect it to go any further than these.

I appreciate Miss H has very strong feelings on the matter and has sent numerous very detailed emails to LV about it. But there is little more I can say than this left LV in a position where it had to come up with options to try and move Miss H's claim forward and it did this in what I think was a genuine effort to resolve her complaint.

It therefore follows that I do not consider Miss H's complaint against LV should be upheld, as I consider it did enough to resolve her complaint in relation to her concerns about P. I appreciate it didn't, but I wouldn't have expected LV to do any more than it did.

My final decision

For the reasons set out above, I don't uphold Miss H's complaint about Liverpool Victoria Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 6 August 2024.

Robert Short
Ombudsman