

The complaint

Mr U is unhappy with the service provided by Liverpool Victoria Insurance Company Limited (LV) when dealing with a claim under his home emergency insurance policy.

LV is the underwriter of this policy. Part of this complaint concerns the actions of the agent, company C. As LV has accepted it is accountable for the actions of company C, in my decision, any reference to LV includes the actions of company C.

What happened

Mr U took out landlord insurance which included home emergency cover underwritten by LV. The terms and conditions explained the Mr U would be responsible for maintaining his property, for example, removing sludge from the main heating or internal plumbing system.

Mr U contacted LV on 20 May 2023 to report that the tenant had raised issues with getting access to heating/ hot water. LV appointed company C to manage Mr U's claim. Two engineer visits took place in May. The notes recorded by the engineer following each visit, included *'Fuse tripping due to issue with pump. Removed fuse and tested operation with pump disconnected... drained down system and fitted pump... tested heating and hot water working fine.'*

Mr U's tenant contacted him again on 26 June reporting issues with the heating/ hot water. On 27 June another engineer visit was arranged. The notes recorded by the engineer following this visit, included *'Fitted new pump a month ago, which had failed due to evidence of sludge... see photos of sludge.'* Mr U was informed on 8 July repairs could be completed once the sludge had been removed using a power flush.

On 18 July Mr U arranged for a power flush to the heating system. He informed LV about this, and LV arranged for an engineer to complete a pump replacement on 24 July. Mr U complained to LV about the way it had dealt with his claim, specifically the delays, and lack of clear communication. LV responded to Mr U's complaint apologising for the poor level of service provided and offered £150 as a gesture of goodwill.

Unhappy with LV's response, Mr U referred his complaint to the Financial Ombudsman Service for investigation. The investigator found that the service provided by LV had been poor but thought the £150 offered was reasonable. The investigator explained there wasn't any evidence of sludge during the engineer's visits in May, so this couldn't have been discovered sooner.

Mr U didn't accept the investigator's findings. Mr U said *'I have repeatedly said that I was told that "evidence of the presence" of sludge was seen by that engineer but he failed to look into it ...'* As the complaint couldn't be resolved, it has been passed to me for 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.

Firstly, I note Mr U's comments about his personal circumstances, including his health, and challenges he's been dealing with as a result of the poor service received from LV. I'm empathetic to all that Mr U has explained, and I would like to thank Mr U for taking the time to share this information with me.

It's not disputed that LV could've handled the claim better than it did. The dispute now relates to the award of compensation that should be paid in recognition of what went wrong, and the impact on Mr U. I've carefully considered Mr U's evidence. In this final decision, I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it has affected what I think is the right outcome.

Mr U has raised concerns about the engineer's attendance in May 2023. Mr U feels strongly that the engineer failed to properly investigate the issue with the heating not working. And that if he'd done this, he'd have noticed the presence of sludge at that time. Mr U says the claim was delayed further, and he was caused additional stress, because of an engineer needing to be called again in June 2023 to deal with an issue that should've been dealt with in May 2023.

When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances. I've carefully considered Mr U's comments. But I don't think LV needs to do more to put things right. I'll explain why.

LV's case notes first mention the engineer noticing sludge during the visit in June 2023. I understand Mr U feels strongly that this would've been evident in May 2023. But the evidence I've seen doesn't support this. This includes the engineer's comments about the fault discovered and put right during the visit in May 2023, and photos taken at the time. I'm also mindful that the role of this service is not to act as claims mediators. When dealing with a complaint about the quality of repairs completed, we generally accept the opinion of a qualified expert- unless there is evidence to materially contradict this. Based on what I've seen, it was fair for LV to rely on the engineer's opinion, and advise Mr U about his claim, and next steps, accordingly.

I can appreciate what Mr U has explained about the stress and inconvenience caused to him because of the delays in LV responding to the hot water/ heating issue in his tenant's residence. I've seen that after the engineer attended in June 2023, Mr U chased the issue with LV several times before being told about the outcome of the engineer's visit, and specifically what he would need to do before repairs could be completed. I am persuaded by what Mr U has explained about this leaving him feeling frustrated and upset.

I think it's fair that LV pay Mr U compensation in recognition of the upset and inconvenience caused to him LV's lack of timely communication. Given the time spent by Mr U chasing his claim with LV, and waiting for a response, I think £150 is in line with what this service would direct given the circumstances. This amount recognises the impact on Mr U because of the delay in communicating with him, but also that the terms of the policy have been applied correctly, and in line with the way we'd expect for a claim like this.

I've considered what Mr U has explained about the impact on his health, and the stress of dealing with his claim. And it's not disputed that LV could've handled Mr U's claim more efficiently. But I'm also mindful that the impact on Mr U (as the landlord) was limited to the handling of the claim itself (which can sometimes be stressful even when a business does what we'd expect it to do). All things considered I'm persuaded £150 is fair, and in line with what we'd direct in the circumstances of a complaint like Mr U's.

My final decision

For the reasons explained I won't be asking Liverpool Victoria Insurance Company Limited to do anything more in settlement of Mr U's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 2 October 2024.

Neeta Karelia
Ombudsman