

The complaint

Miss S has complained about the way in which Liverpool Victoria Insurance Company Limited ('LV') has handled a claim under her home insurance policy.

There were other parties involved in this complaint on behalf of LV, such as claims agents. For ease of reference however, I will refer to LV only in this decision.

What happened

In February 2021, Miss S reported that various items were stolen from her partner's car. She then made a claim with LV under her home insurance policy and LV commenced the validation process. LV's agents contacted third parties to enquire about any relevant CCTV footage. It also contacted Miss S to arrange a virtual, and then an in-person meeting.

Miss S complained to LV about various delays in dealing with the claim and the quality of service. She wanted an alternative firm of agents to be appointed. LV said it wasn't always possible to give a timeframe as to how long it would take to validate a claim. It thought that the service quality issue stemmed from its request for an in-person meeting. It reiterated that it required such a meeting to take place. Finally, it declined to accommodate Miss S's request to appoint alternative agents.

As Miss S was unhappy with LV's response, she asked our service to investigate, and our investigator upheld her complaint. Our investigator provided a detailed chronology of events in reaching her view and she concluded that LV had not handled Miss S's claim fairly and reasonably in all respects. She noted that when it became clear that CCTV footage wouldn't be forthcoming from the third-party, LV proposed a meeting date April 2021. This meeting didn't happen however as a formal complaint was made by Miss S shortly before the proposed meeting date. The investigator didn't think it was unreasonable for the agent to make further enquiries with LV before proceeding.

The investigator noted that there appeared to have been a misunderstanding regarding a further meeting date in May 2021. She thought that this was because LV's e-mail about it didn't clearly say that a response was required from Miss S. She also thought that LV's reply wasn't professional and that '*a simple apology*' would have been sufficient. She felt that this response would have caused further upset to Miss S and contributed to the breakdown of the relationship between Miss S and LV. The investigator also considered that as the proposed meeting at the beginning of May 2021 didn't go ahead as Miss S expected, this would also have caused trouble and upset. Our investigator recommended that LV pay compensation of £100 in the circumstances.

Our investigator also concluded that if Miss S wished the claim to progress, she would have to engage with LV and provide information necessary to validate the claim.

Miss S remains unhappy with the outcome of her complaint and the matter has been referred to me to make a final decision in my role as Ombudsman.

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.

LV is yet to determine whether Ms S's claim is covered by her home insurance policy. Miss S's complaint is about the way her claim has been handled to date. The issue for me to decide therefore, is whether LV has acted fairly and reasonably in handling the initial stages of the claim. I don't consider that it's done so in all respects for the following reasons.

As to the complaint about delay, LV stated, *'You've said you are unhappy we've not been able to provide a timeline to complete our validation enquiries. We assess all claims on a case by case basis. Whilst we've been able to validate many claims via video call, this hasn't been possible in all cases and a face to face meeting at the property has still been necessary in some instances. Therefore, it isn't always possible to give a timeframe as to how long it'll take us to validate a claim.'*

LV said that it needed to properly validate all claims and ensure there was cover for items. It said it required supporting evidence, including CCTV evidence if available. Also, depending on the claim, it needed to carry out an inspection of the property or have an in-person meeting. It considered this would speed up the process. It also explained that as the theft took place in the car park at Miss S's home, access by LV's agent was necessary. In this respect, it referred to the following provision in the insurance policy; *'you must give us or our agents access to examine your property'*.

As to Miss S's complaint about the way she'd been treated, LV stated that it considered that the issue stemmed from the request for an in-person meeting. LV had referred to this as an 'interview' and it said it appreciated Ms S's comments around the term, but it considered that it was *'another way of saying meeting'*.

LV said that the in-person meeting didn't go ahead as Miss S hadn't responded to an e-mail provisionally offering a May meeting date, and it said that the nature and timing of her responses didn't indicate full commitment to the dates and times proposed.

Finally, LV also considered that the current firm of agents were familiar with the background and that it was more efficient to use them rather than re-start the process with another firm.

Miss S was dissatisfied and posed the question *'what is so intricate and challenging about progressing this claim whilst acknowledging that I have posed no obstacles.'* She took great exception to use of the word 'interview' for the proposed meeting and said *'One would suggest if you wish to interview an individual... that your team contact the Police in relation to this matter and offer such investigatory skills to the Police and on initiating such an investigation questioning why they prematurely closed the log in relation to the crime committed relating to my partners vehicle'*. Miss S was also unhappy with the change in format of the meeting from a virtual one. She questioned what LV's *'real reason'* for changing the meeting from virtual to in-person and whether it was to look at her *'lifestyle'*.

As to meeting arrangements, Miss S said that she provided her availability to LV on a number of occasions. She also thought that LV didn't bother to attend the May meeting although she'd stayed in all day, *'followed by inadequate excuses.'* She asked that the claim be dealt with *'by a competent individual/organisation'*.

Having looked at the timeline of events and detailed documents and evidence, I've noted that LV initially acted promptly following Miss S's claim in asking for details of the items stolen. Miss S also acted quickly in providing receipts for the stolen items as well as a

spreadsheet of items. There was then a delay of over a month before LV's agents contacted Miss S to propose a meeting and to say that, due to the government restrictions at the time, this meeting would be conducted virtually. I don't consider that this initial delay in contacting Miss S was reasonable

LV then informed Miss S that it was awaiting confirmation from a third-party as to whether there was CCTV footage available. I consider it fair and reasonable for LV to have made such enquiries. Miss S then had to chase the loss adjusters over two weeks later. LV stated that it hadn't received an adequate response from the third-party. I accept that this was the case and I'm of the view that CCTV footage may have provided important evidence to speed up the claim process. I consider however that LV could have kept Miss S better informed.

LV then agreed that the meeting could take place even though CCTV information hadn't been received. It said the meeting could now take place in person due to the relaxing of government restrictions. I don't consider this to be an unreasonable approach and I agree with LV's view that an in-person meeting would be likely to speed up the process and reduce the opportunity for confusion and misunderstanding. This was particularly the case as previous correspondence appeared to have resulted in frustration for Miss S.

LV then proposed a date for the meeting within a week. Miss S's expressed considerable dissatisfaction in her response. She was unhappy about the change from a virtual to an in-person meeting and as to the language and approach used in the letter. I consider that the response wasn't helpful and added to Miss S's frustration, so I agree with our investigator that a simple apology from LV's representative would have been preferable. I don't however consider that the letter on behalf of LV was wholly unreasonable. Miss S then reasonably provided various dates on which she'd be available for the proposed meeting.

I note that LV's response provisionally agreeing a meeting date with Miss S in May 2021 wasn't entirely clear. It said; - *'Whilst I presently await a reply from insurers in order to address the other elements of your correspondence, I can confirm provisional agreement to a meeting on the afternoon of Thursday 6 May 2021 and will block my diary accordingly. I will respond further in due course.'*

There was no follow-up correspondence from LV relating this e-mail however, and it's not unreasonable to say that Miss S would have assumed that the meeting would go ahead, and to set time aside for this purpose. The letter didn't make it clear that a response was required from Miss S. She'd also previously provided her availability and proposed four dates which included 6 May 2021. I don't therefore consider it fair for LV to say that Miss S's failure to respond is the reason why the meeting didn't go ahead. I agree with our investigator that clear proposals to re-arrange the meeting would have sufficed.

In conclusion, I'm satisfied that it was entirely fair and reasonable for LV to request all relevant information before validating Miss S's claim. I also conclude that it wasn't unreasonable for LV to seek a meeting and to visit the theft location to gain a better understanding of the incident and to take account of the surroundings and physical factors.

I'm satisfied that a part of the delay in dealing with this claim had been to do with a lack of response from a third-party. I also consider that the Covid pandemic is likely to have played a role in the way LV had to operate in terms of meetings with its policyholders. LV made it clear that government guidance on measures to be taken during such meetings would be followed and I consider this to be a reasonable approach. As well as the above however, LV didn't ensure clear, customer-friendly communications with Miss S at all times.

I agree with our investigator that following LV's final response letter in May 2021, it did fairly and reasonably explain the next steps to move this claim forward, and a meeting was an

important step in doing so. I've concluded that LV is entitled to appoint loss adjusters and I don't consider that their failings are sufficiently serious to enable Miss S to decline to engage with them as they carry out their investigations. I agree it makes sense to use a firm already familiar with the background to this case and don't consider this to be an unreasonable approach by LV.

I conclude that the way this matter has been handled by LV would have caused Miss S some trouble and upset. I'm satisfied that there have been some limited customer service failings by LV. For this reason, I agree that a fair resolution would be for LV to pay compensation of £100 to Miss S.

My final decision

For the reasons given above, I partly uphold Miss S's complaint and I require Liverpool Victoria Insurance Company Limited to pay Miss S compensation of £100 for the trouble and upset caused.

LV must also pay the compensation within 28 days of the date on which we tell it Miss S accepts my final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 28 March 2022.

Claire Jones
Ombudsman