

The complaint

Mr B has complained about the overall service he received from Liverpool Victoria Insurance Company Limited (“LV”) when dealing with his home emergency claim.

What happened

Mr B has a home emergency policy with LV, and he made a claim through it for repair to his boiler.

An engineer attended and Mr B was unhappy with the work that was carried out. Specifically, he said that the boiler was damaged, parts were lost, the issue wasn’t resolved, and a leak wasn’t detected.

Mr B says he contacted LV to confirm his concerns with the above and was unhappy with the attitude of the staff member he spoke to. He has also said that a complaint wasn’t logged when it should have. Mr B also says that he accepted an offer of alternative accommodation, but it wasn’t initially provided.

Mr B says he arranged for the boiler manufacturer to visit and carry out repairs. He says they told him incorrect parts had been used and that the engineer who had visited and identified a leak but not resolved it, causing damage to a bathroom ceiling. He complained to LV.

LV say that the accommodation was provided in the end for one night. They say that the policy didn’t actually provide for this but have honoured it as a gesture of goodwill. They acknowledged there had been delays and poor quality of work and service. They also acknowledged that the agent could have been more helpful and didn’t take enough ownership to register the complaint and sort the alternative accommodation.

To put things right, LV say they have offered Mr B a total of £400 compensation for the distress and inconvenience caused. This is on top of providing one night’s alternative accommodation as a gesture of good will and also agreeing to a cash settlement for Mr B to repaint the bathroom ceiling.

Mr B remained unhappy and brought his complaint to our service for an independent review. Our investigator looked into and she thought that the offer made was fair and in line with what we would award for the errors made and impact on Mr B. Mr B responded to say, in summary, that he didn’t think the amount offered was enough or that we had taken full consideration of the impact.

As no agreement was reached, the case has been passed to me to reach a 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.

Having done so, I agree with the outcome reached by the investigator. I'll explain why.

I am sorry to hear about the issues that Mr B has experienced in attempting to have his boiler repaired. I am glad to see that LV have taken responsibility for the issues and that they are not in dispute.

I have therefore only had to consider whether the offer made by LV of £400 compensation is fair and reasonable. I think it is. I note the time taken to sort everything out and that Mr B had to arrange repairs through the manufacturer. I have also seen evidence that Mr B was clearly distressed when told of the issues with the work carried out by the initial engineer. However, £400 is in line with what we would award for the impact this had on Mr B. I've also kept in mind that LV agreed to provide Mr B with alternative accommodation for one night - despite the policy not providing for it.

Mr B was also understandably unhappy with further damage caused to a bathroom ceiling. However, I am satisfied with LV's offer to put things right. They have agreed to try and get a tradesman to attempt repair. Alternatively, they have offered to pay for the cost of repair on a like for like basis. I think this is a fair offer.

In summary, I am satisfied that LV's offer to put things right is fair and reasonable.

My final decision

My final decision, is that the offer from Liverpool Victoria Insurance Company Limited of £400 to compensate Mr B for the distress and inconvenience caused, is fair and reasonable.

Liverpool Victoria Insurance Company Limited should therefore pay Mr B £400, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 August 2022.

Yoni Smith
Ombudsman