

The complaint

Mr and Mrs I complain about delays in Liverpool Victoria Insurance Company Limited (LV)'s handling of a subsidence claim they made on their home insurance policy.

Reference to LV includes its agents.

What happened

Mr and Mrs I hold a home insurance policy with LV and in 2019 they made a claim for damage they thought was caused by subsidence.

LV accepted the claim, but Mr and Mrs I complain about the progress of that claim.

We've already considered one complaint about delays back in February 2022. So, I'll not be revisiting anything covered in that complaint.

LV said the claim was progressing but acknowledged this wasn't happening as quickly as it should have been. It offered Mr and Mrs I £500 for the further delays up to 12 July 2023.

I'm also aware that a number of things have happened (as well as further alleged delays) since Mr and Mrs I brought this complaint to us.

While I understand it's frustrating for Mr and Mrs I, I'm only able to consider the delays on their claim up to the point LV made it's offer. Anything that's happened (or not happened) since then, I'm unable to consider in the scope of this 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'm not requiring anything more from LV. I'll explain why.

- Following the previous complaint, things have happened on this claim. A tree perseveration order has been applied for and granted, the tree removed, and further monitoring has taken place.
- But LV has acknowledged things could and should have progressed further earlier. It's said there were delays in some reading on the monitoring and communication hasn't been to the standard it or Mr and Mrs I should expect.
- I'm satisfied that the £500 offered is fair compensation for the delays and distress and inconvenience caused during the scope of this complaint. From what I've seen, Mr I also agreed this was the case, but thinks more compensation is warranted due to further ongoing issues.
- I can understand this and can understand his desire to have this all resolved as soon

as possible. But, as mentioned, those further issues don't form the scope of this complaint, so I can't consider them in this decision.

- So, I don't require LV to offer more than the £500 it's offered in compensation for the handling of this claim from February 2022 to 12 July 2023.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I and Mrs I to accept or reject my decision before 16 February 2024.

Joe Thornley
Ombudsman