

## **The complaint**

Mr B and Ms B are complaining about the way Liverpool Victoria Insurance Company Limited (LV) has settled a claim they made on their buildings insurance policy.

## **What happened**

Mr B and Ms B took out a buildings insurance policy through a broker to insure their high value property. LV provided the policy and it was initially administered by a third-party company – who I shall refer to as H.

In October 2022 Mr B and Ms B's property was struck by lightning which caused severe damage. They tried to contact H to report the claim, but, with it being a Sunday, had difficulties in contacting them and were promised a call back the next day. But they ended up calling H directly as they didn't hear back.

Ultimately Mr B and Ms B reluctantly agreed to a cash settlement offer from LV to settle the claim. But they're unhappy with the way the claim was handled and, in summary raised the following points:

1. On the day of the fire, and during the following two weeks, they were unable to access any useful help of any sort. As a result, they said their property wasn't secured against the elements and there was significant rainfall at the time. They said that their property and contents were destroyed as a result of these delays. They said that they've raised a complaint with H about this, but they didn't accept LV were not involved in the mistakes that were made.
2. They're unhappy LV insisted on cash settling the claim, rather than handle the rebuild of the property itself. They believe that this decision doesn't comply with the intention of the policy. They said H advised them that they think LV should have managed and funded the rebuilding of the property.
3. LV decided at an early stage following the fire that it wanted to cash settle the claim, rather than manage the rebuilding of the property. Despite this, they said H and the loss adjustor believed LV was going to rebuild the property. So they said they were therefore subjected to a long-winded process to produce a detailed proposal for a rebuild to start in December 2022. They believe this process was completely pointless and resulted in significant delay and considerable additional distress and exhaustion for them.
4. The settlement figure for the rebuild was insufficient as it failed to take account of the uncertainties of the process, future inflation and the additional damage caused to the building by the inaction of the insurers. They maintained they wouldn't be able to rebuild their property with the amount LV was offering, so they said they'd be faced with no option but to sell the property in its damaged state.
5. The settlement figure for contents is insufficient as it fails to take account of ongoing inflation and the practical timing of replacing their possessions. They said they won't be able to replace the contents lost until the property was rebuilt, which would take around a year. At which point the amount it would cost to replace the contents would have increased.
6. The settlement figure LV provided for alternative accommodation and expenses wasn't sufficient to enable them to reside in a property of the same size and condition while the

rebuild took place.

7. They said interaction and relationship between H and LV during this claim was deeply dysfunctional and significantly hindered the claim process for them as clients.

LV didn't agree they'd undervalued the claim. They said there was an issue with Mr B and Ms B underinsuring the property. And it said the sum insured – after index link increases – was less than the claim value. It said it agreed to pay the rebuild estimate as quoted in December 2022. But given this was already more than the sum insured, it didn't want to run the risk that this cost may increase and going further above the sum insured. However, it acknowledged it had caused some delays, so offered £4,000 in compensation for the distress and inconvenience this had caused them.

Mr B and Ms B didn't think it was fair that LV was passing the risk of increased costs to them. And they maintain LV should have managed the rebuild of the property itself, rather than passing it on to them. So they referred their complaint to this Service.

Our investigator didn't uphold this complaint and, in summary, said the following:

1. He didn't think LV had caused all the delays at the start and believed most of the early delays were down to H. However, he believed it had caused some delays in providing some authorisations.
2. LV can decide how it wants to settle the claim under the terms of the insurance policy. But he said LV needed to take into consideration the circumstances of its customer(s) when deciding how to settle a claim. He didn't agree with Mr B and Ms B that LV didn't want to undertake the risk, but he said that if it had proceeded with the claim it could have pushed the costs significantly above the sum insured. And in that circumstance it could have resulted that LV would have stopped any further works, leaving Mr B and Ms B with having an unfinished property that they would have had to fund to fix. So he didn't think it was unfair for LV to have chosen to cash settle the claim in the way it did.
3. He acknowledged that Mr B and Ms B said all parties had been working on the premise that LV would manage the works, but it was in actual fact doing a cost estimate. He thought LV could have kept Mr B and Ms B better informed about what was happening on the claim at the start. But he didn't think it was unreasonable that it carried out the enquiries it did. And he said he would have expected LV to carry out a detailed investigation to calculate a cash settlement.
4. He didn't agree that LV's cash settlement offer was unreasonable. He said LV had paid the full value of the appointed contractor's quoted rebuild cost. And he said LV had set out the surveyor had highlighted the majority of the costs in the quote were fixed costs – i.e. wouldn't increase. He acknowledged all of Mr B and Ms B's comments in this regard, but he said he hadn't seen anything to show that LV's offer was unreasonable.
5. He said LV paid just below the full amount of the contents' sum insured. He said LV would usually require a detailed validation of contents, but in this case it estimated the value of the contents' loss. He highlighted that LV said it essentially took an approach which was favourable to Mr B and Ms B by not validating costs and accepting values they had provided. It also index linked the sum insured and accepted that it might not be possible for Mr B and Ms B to replace all items in one go, but LV had said that the early settlement may allow investment or interest to be earned. He said LV was required to pay the cost of replacing items without making a deduction for wear and tear or depreciation. He thought LV had taken a pragmatic approach to the settlement of the contents claim and had met its contractual obligations.
6. He thought LV had been more than fair in the way it calculated the alternative accommodation cost.
7. He said it wasn't for this Service to comment on internal practices between insurers and brokers.
8. Finally he thought LV's compensation offer of £4,000 was fair compensation for the

distress and inconvenience caused.

Mr B and Ms B didn't agree with the investigator and, in summary, raised the following:

- They said the policy was marketed as a policy specifically intended for high net worth individuals with high value homes and contents. They maintain that the dysfunctional relationship and ultimately formal conflict between H and LV is a significant factor in this complaint. They're unhappy that the investigator made little mention of this in his assessment.
- It was always theirs and their broker's understanding that LV would manage the rebuild of the property. They maintain that they believe LV acted in a way contrary to the way the contract was intended to be drafted. They highlighted what they considered to be the clear intention of LV to rebuild the property by appointing loss adjustors and a surveyor to negotiate with contractors and arrange a timeline for works.
- They don't believe the amount paid to cash settle the claim was fair. They set out that in any complex long term, such as theirs, build process it's difficult to ascertain how much the project will actually cost. And they set out that most build projects don't come in on budget. They highlighted that the average rate of inflation for rebuilding costs was around 18%. So their concern was that a fixed cost may not have been adequate to pay the *actual* cost of rebuilding the property. They said they didn't have the funds to finance any shortfall, so they'd be left with an uninhabitable property with no way of completing the works. And they said that, LV's reluctance to commit to the rebuild suggests that it was aware the settlement offer was insufficient.
- They said that, both the loss adjustor and H said they were not underinsured and had taken reasonable steps to ensure the sum insured was adequate. They said LV didn't raise the issue of limitation of cover in its settlement offer – it simply said the settlement offer was sufficient to fund the rebuild. And they said the settlement offer was not at the limit of the policy – highlighting that the policy provides an additional 25% cover for additional fees and expenses.
- They queried whether the index linking should have been up to the date of loss or the date the policy expired. They said this would have significantly increased the sum insured and would further counter that it was fair for LV to cash settle the claim.
- They set out that LV based its settlement on a quote by its contractor. But they said this was only an estimate. It wasn't a fixed cost and they said there are very few contractors who would take on a rebuild on a fixed cost basis.
- Regarding their contents claim, they said their calculation differs to LV's. They said that what is in dispute is both the index linking to be applied and for how long that index linking should be applied. They set out that the sum insured at renewal, less the amount of fine art and jewellery antiques that were recovered from the building was around £395,000. They think index link increases on this amount over the course of the policy would give a settlement figure of around £493,000, as opposed to the settlement figure from LV of around £456,000.
- They reiterated that most of the contents couldn't be replaced until the rebuild was completed. So they maintain LV should have accounted for inflation in its settlement offer. And they said the policy allows for this.

I issued a provisional decision saying that I didn't think LV had acted fairly in the handling of the claim. But I thought it had already paid fair compensation. And I said the following:

*"I should first set out that I acknowledge I've summarised Mr B and Ms B's complaint in a lot less detail than they've presented it. Mr B and Ms B has raised a number of reasons about why they're unhappy with the way LV has handled this matter. I've not commented on each and every point they've raised but, instead I've focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy about this, but it simply reflects the*

*informal nature of this service. I assure all parties, however, that I have read and considered everything they've provided.*

*There's a number of issues I need to consider in this decision. As I said above, I'm only focussing on what I think are the key and fundamental issues in deciding this complaint. I shall address them separately.*

#### *Initial handling of the claim*

*Mr B and Ms B have raised a number of concerns about the way H handled the claim at the start – in particular, they said the following:*

- They're unhappy they couldn't speak with anyone to discuss the claim on the day the incident happened. They said, when they called, the call handler couldn't locate their details. They then said they were promised a call back the next day, but didn't get one so they had to call back themselves.*
- They said, when they first called, H didn't offer to send out a loss adjustor or make any arrangements to source them alternative accommodation.*
- A loss adjustor didn't attend the property until two days after the claim. But they said the loss adjustor then seemed ill prepared and showed them no empathy. They said his only concern was to immediately obtain full plans of the house, but ignored their basic requirements – such as whether they had access to food, clothes, accommodation and funds.*
- H didn't immediately arrange to safeguard the property from further damage. They said that a lot of the contents in the property were salvageable. But they said there was significant rainfall in the period of time after the fire. And they said the failure to safeguard the property meant the majority of their contents were damaged beyond repair.*
- H market themselves as being "one of the leading providers of high net worth insurance in the UK providing Expertly crafted insurance". However, they believe the insurance product they bought has not delivered due to a difference in interpretation of the policy intent between H and the insurer.*

*In the first instance, I should set out that I think H was acting on behalf of LV in the initial handling of the claim. Under the terms of the policy, H administers a number of aspects of any claim on behalf of LV. But, ultimately, Mr B and Ms B's contract is with LV and ultimately LV is responsible for H's actions.*

*I've considered the initial handling of the claim and I agree with Mr B and Ms B that H should have handled things better. And parties agree that H should have arranged for a loss adjustor to attend the property urgently and it should have secured the property sooner than it did. This had a significant impact on them. LV has ultimately looked to put things right by settling the damage occurred under the policy terms. But I think this will have caused Mr B and Ms B a significant amount of distress and inconvenience. I shall set out my comments on compensation at the end of this decision.*

#### *Was it fair for LV to decide to cash settle this claim?*

*I should first set out that it's not for this Service to direct how a claim should be settled, nor for us to handle a claim on a consumer's behalf. Our role is to look at whether LV has acted fairly, taken into account the policy terms, industry regulations and what we think is fair and reasonable.*

*Mr B and Ms B have provided a lot of testimony and information about why they think LV*

*was unreasonable in not managing the rebuild itself – choosing instead to leave them exposed to the potential for increased costs.*

*The terms of the insurance policy set out the following:*

*“Your [Mr B and Ms B’s] claim(s) for buildings will be settled on the appropriate basis set out below.*

*We [LV] will pay the cost of rebuilding, restoring or repairing damaged parts of the buildings.*

*If your buildings are damaged and you do not rebuild, restore or repair, we will pay you a sum equivalent to the cost of the rebuild, restoration or repair in settlement of the claim.”*

*All parties accept that the terms of the policy entitle LV to decide how to settle a claim – i.e. there’s no contractual obligation that it must manage the rebuild of the property. Under strict interpretation LV is only required to pay the cost of the rebuild. But it must exercise this right fairly and reasonably.*

*As a general principle I would consider it good industry practice that an insurer should oversee a claim from start to finish – or at least through its appointed agent. And it should only consider paying a cash settlement as opposed to doing the repairs itself in a limited set of circumstances.*

*Mr B and Ms B say LV’s actions clearly set out that it was LV’s intention to manage the claim itself and I agree with this. I can see from LV’s internal records that it wasn’t looking to cash settle the claim at the start, but they also show it was surprised to see the estimated cost of repair. It was at this point it became aware that there was an underinsurance issue – i.e. it had concerns that the sum insured it said Mr B and Ms B had requested wasn’t sufficient to cover the cost of the claim.*

*Mr B and Ms B’s insurance policy, like most buildings insurance policies, set out that “cover is limited to the sum insured as shown on your policy schedule for buildings.” So this means that LV is not required to pay more than the sum insured.*

*The policy schedule set out that Mr B and Ms B had requested a sum insured of around £1,800,000. But the estimated rebuild cost – including demolition – was around £2,400,000 (£2,038,000 for rebuild plus a further £360,000 for other expenses). To give some context, the loss adjustor’s initial estimated rebuild cost was around £1,830,000. And it seems to me, this is why there was what seemed to be a sudden change in approach by LV. And I can understand LV’s worry here.*

*On receipt of the contractor’s quote, LV arranged for a further index link increase on the sum insured to reflect the months that had passed since the policy started, which gave an updated sum insured of around £1,926,000. The policy also allowed a further 25% uplift to pay for additional expenses – such as demolition costs and architect fees. So it said, the policy limited LV’s liability to around £1,926,000 for rebuilding the property plus up to a further around £481,000 for addition expenses.*

*Given this, LV came to the realisation that it seems the rebuild cost was more than the sum insured. And it was concerned that any further uplift in cost would leave Mr B and Ms B exposed to significant underinsurance. Mr B and Ms B have set out they believe LV was cash settling to limit its exposure to costs increasing, which isn’t entirely untrue. But this isn’t because it didn’t want to run this risk, but because it was conscious Mr B and Ms B were already at the limit of their sum insured on the policy. And I can’t say this was unreasonable, as I can’t say it’s necessarily unfair that LV wanted to limit its liability to the sum insured*

*given its concern surrounding underinsurance.*

*However, I would also expect LV to consider how Mr B and Ms B became underinsured and it wouldn't generally be fair that they lose out if they took reasonable care to present a fair sum insured at the outset. And, with this in mind, I do have concerns about LV's decision to not handle the rebuild of the property. I think the fundamental question here, which I don't think anyone has really considered, is "why were Mr B and Ms B underinsured". And this is fundamentally where my concerns lie.*

*LV initially agreed that Mr B and Ms B took reasonable steps when first advising of what their estimated rebuild cost was. They first took out the policy in 2017 after they'd paid to build the property themselves and I'm advised that they put the rebuild cost down as the amount it cost them to build the property. I don't think it's unreasonable to say that you can't get a more accurate assessment of the rebuild cost by declaring the amount it actually cost to build the property. Following this, LV – via H – index link increased the sum insured year on year until the fire happened. So, I don't think I can reasonably say Mr B and Ms B could be held responsible for any underinsurance issues and it seems to me any issues that may have subsequently arisen regarding underinsurance is potentially to be down to inadequate index link increases. But, in any event, I don't think it is fair in this case to hold Mr B and Ms B responsible for the underinsurance. And, had the sum insured been sufficient, LV would have completed the repairs.*

*LV has recently queried whether Mr B and Ms B did take reasonable care when setting out the estimated rebuild as it never queried this. But, as I said, I would have expected LV to have considered this at the start, but it didn't do so. Also it hasn't given us anything to say the costs Mr B and Ms B put forward as the sum insured were unreasonable and I'm persuaded by what they've told us that they used the build costs it cost them to build the property.*

*Mr B and Ms B have said they didn't want to complete the repairs themselves because they were concerned the costs would be significantly more than what LV first calculated. And, given this was also the reason LV didn't want to commit to the rebuild process itself, I can't say Mr B and Ms B's concerns were unreasonable. As a result, they've said they had no choice but to sell the property in its damaged state. I don't think they would have had to do that had LV committed to the rebuild cost.*

*LV have also said that Mr B and Ms B wanted it to cash settle the claim and asked that it paid the money as soon as possible. But, as I said, it's clear from all correspondence that they did not want to be exposed to the risks. And it's only at the end they accepted the cash settlement, but I'm satisfied that they did so as a means of moving the claim forward – i.e. not because this is what they wanted LV to do, but because they felt they had no choice.*

*However, I also need to think about whether Mr B and Ms B have lost out because of what LV did wrong here. I'm not persuaded they have lost out financially.*

*I understand that Liverpool Victoria paid Mr B and Ms B around £2,410,000 in settlement of the buildings claim and I understand they received £2,650,740.25 from the sale of the property. So, in total Mr B and Ms B received around £5,000,000 for the property (after deducting costs). And they paid around £3,800,000 for the replacement property.*

*I fully and wholeheartedly recognise Mr B and Ms B's upset at having to sell the house. I can only imagine how upsetting it would have been to have to sell it. But, for me to be able to require LV to pay more than it has already I have to see evidence that Mr B and Ms B have lost out financially – e.g. the house in good condition was worth more than what they received for it, less any legal fees and stamp duties. And I'm not persuaded I've seen*

enough to support this.

*Mr B and Ms B have highlighted that they built a two bedroom lodge onto the grounds which they said added around £650,000 to the value of the property. So they said the sale proceeds for the property wasn't a fair reflection of the property's value. And they said an estate agent value the property at £5,500,000 if it had been rebuilt.*

*However, I'm not persuaded I can reasonably say this is enough for me to safely conclude that Mr B and Ms B have lost out financially. It's known that the property market was volatile at that time and it's just as likely that it was down to this that the property didn't materialise full value.*

*So while I fully sympathise with the situation Mr B and Ms B found themselves in, I can't reasonably require LV to pay more in settlement of this claim.*

#### Contents claim

*Mr B and Ms B are unhappy with the way LV have settled their contents claim. In particular they highlighted that they wouldn't be in a position to replace most of the contents until the house rebuild was completed – i.e. over a year later – at which point the costs would have increased.*

*Generally, when calculating a settlement, an insurer will calculate an individual value for each damaged or lost item. Due to the extent of the claim in this instance, LV took a pragmatic approach and said that it's taken an assumption that the total value of the contents in the property is the sum insured. I cannot say that's unfair – given it's for Mr B and Ms B to set the sum insured at the value of their respective contents. I don't think Mr B and Ms B dispute this, but they don't think LV has fairly index linked the sum insured. However, I don't agree.*

*As I set out before, it's not for this Service to set out how a claim should be handled – and this includes saying what a fair index linking is. But I have thought about whether LV has acted fairly and reasonably in index linking the sum insured. In this case LV has given a description of how it index linked everything – including the percentages used. I understand that these are based on actuarial research to understand what a fair uplift on each month is.*

*I have read and considered Mr B and Ms B's analysis, but I cannot reasonably agree that the contents will have increased by as much as they've set out it did in the five months the policy had been live. I note what they've said, but I don't think they've given me enough to say LV's index linking approach is unfair.*

*I note they've highlighted that they wouldn't have been able to replace the contents for a year because of the time it was going to take to rebuild the property. And I don't think that's an unreasonable statement. However, I also have to take into consideration LV didn't require Mr B and Ms B to verify and validate all the items claimed for. And it's equally conceivable that, had it done so, LV may have had to pay less on the claim. Ultimately, I'm satisfied the way LV looked to settle the claim was more than fair.*

*So taking everything into consideration, I can't reasonably say LV has handled the contents claim unreasonably and offered an unfair settlement.*

#### Distress and inconvenience

*It's absolutely clear that this matter has caused Mr B and Ms B extreme and significant levels of distress and inconvenience. In particular, but not exhaustive:*

- *The poor way the claim was initially handled which resulted in further and extensive damage to their contents;*
- *LV essentially held Mr B and Ms B responsible for the fact it said they were underinsured;*
- *LV didn't rebuild the property, leaving Mr B and Ms B exposed to the risk that the costs of rebuilding the house could become significantly more than what they'd received from LV. As a result, they felt they had no choice but to sell the property.*

*However, LV has already paid £4,000 in compensation and H has separately paid £1,250. So in total I understand they've received £5,250 in compensation. This would be considered an extreme award. Our website sets out how we award for distress and inconvenience:*

<https://www.financial-ombudsman.org.uk/businesses/resolving-complaint/understanding-compensation/compensation-for-distress-or-inconvenience>

*Taking all this into consideration, I think the amount Mr and Ms B have received in compensation for the distress and inconvenience they've suffered is fair compensation and I don't think LV needs to pay more than this."*

Neither party agreed with my provisional decision.

In summary, LV said the following:

- It doesn't think it's penalised Mr B and Ms B for underinsurance. It maintained Mr B and Ms B asked for the settlement to be paid urgently as they needed to get on with the work straight away. It said Mr B and Ms B never suggested that they would need to sell the property.
- It didn't agree with my comment that it had queried whether there has been reasonable care when setting the sum insured and also that it was too late to raise this. It said it had not sought to apply any remedy for misrepresentation. Instead, it said it had allowed a significant additional benefit to Mr B and Ms B which only applies if they had taken reasonable care. It said it settled the claim by paying the full estimated cost of rebuild plus allowing a contingency amount for additional costs – including the surveyor cost. It thought it would be wrong for me to issue a decision which indicated LV had sought to apply a reasonable care/misrepresentation penalty.
- LV said that ultimately the claim was processed in a quick and efficient way for such a significant claim.
- Ultimately LV did not agree that Mr B and Ms B had no choice and reiterated they'd requested an urgent settlement offer and payment in order to commence the work, but then instead decided to sell the property.

In summary, Mr B and Ms B said the following:

- They maintain there shouldn't have been an issue with underinsurance. They said LV believed the expected rebuild cost was around £2,260,000 including £161,000 for the surveyor's costs. However, including the contingency allowance would put the sum insured at around £2,479,000. So they dispute the estimated rebuild cost was more than the sum insured. And they said this was also the conclusion of both LV's loss adjuster and H.
- They maintained they'd lost out significantly as a result of what had happened. They set out two independent estate agents valued the property at around £5,500,000, but they only received £5,100,000 for it. They also highlighted they had to incur fees (including stamp duty) to move property which they wouldn't have incurred otherwise.



## 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, like in my provisional decision, I'm aware I've summarised Mr B, Ms B and LV's responses to my provisional decision in a lot less detail than they've sent. I assure all parties that I have read and considered everything they've provided. But I've focussed on what I consider to be the key points I needed to consider.

### *Comments regarding underinsurance*

Firstly, I should make clear that I didn't say LV had actively applied any remedy allowed under The Consumer Insurance (Disclosure and Misrepresentation) Act 2012 in respect to a suggested misrepresentation regarding the sum insured. But it's clear from LV's internal correspondence that its actions on the claim changed when it became apparent there were issues regarding whether Mr B and Ms B had adequate levels of cover. Initially LV said it would only pay the sum insured and then increased the settlement to the contractor's estimate. But its decision to not carry out the property rebuild does stem from the concerns it had about underinsurance.

Ultimately, for all the reasons I set out in my provisional decision, I don't think it was fair for LV to decide to not repair the property and to pay Mr B and Ms B a cash settlement. Ultimately, it didn't want to undertake the risk of the rebuild cost being higher than estimated and its records show it came to this decision because of its concerns regarding the underinsurance. And, as I set out in my provisional decision, I think it should've investigated the reasons why the sum insured may be insufficient before deciding to settle the claim in a way that exposed Mr B and Ms B to the costs increasing – i.e. the very risk LV was looking to avoid. And LV hasn't given me anything new to think about in this regard. So I remain of the opinion that it was unfair for LV to cash settle the claim.

I note LV's comment that Mr B and Ms B wanted it to pay the cash settlement quickly. But this doesn't detract from the fact that they clearly did not want this as a claim settlement. And their email accepting this also says it's on a without prejudice basis and raising a complaint at the same time. It's clear from all correspondence that they wanted LV to repair the property and I think it should have done. Further to this, I can see in their complaint to LV in February 2023, they said:

*"Indeed, given the current settlement sum we are sufficiently concerned about the financial risk we would be accepting that we are contemplating as to whether the only viable route forward for us is to sell the site as is. This is not a route we wanted to pursue."*

So I can't agree they'd never said to LV they may have to sell the property. But, regardless of this, I'm persuaded by everything Mr B and Ms B have told us that they would not have sold the property had LV arranged to have the property repaired.

Mr B and Ms B have disputed they were underinsured. They've said the sum insured plus the contingency allowance LV gives meant they had more than adequate insurance. But I don't need to make a finding on this as I've already set out that LV should have handled the rebuild process itself. So I have no further comments to make in this regard.

### *Fair compensation*

I acknowledge Mr B and Ms B's comments about why they maintain they've lost out as a

result of what LV has done. But they'd explained all their comments previously and I'd considered them in my provisional decision. While I have considered everything they've said and I naturally sympathise with their situation, I don't have anything to add in addition to what I set out before.

I'm ultimately, still not persuaded I can reasonably say I've seen enough for me to safely conclude that Mr B and Ms B have lost out financially because LV didn't repair the property.

### **My final decision**

For the reasons I've set out above, it's my final decision that I think Liverpool Victoria Insurance Company Limited has already paid fair compensation and it doesn't need to pay anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Ms B to accept or reject my decision before 21 June 2024.

Guy Mitchell  
**Ombudsman**