

The complaint

Mrs S has complained about the fact Liverpool Victoria Insurance Company Limited (LV) doesn't accept that she made a claim under her Landlord Insurance policy in 2022.

What happened

Mrs S has said that LV should have noted a claim against her policy for damage to the property insured under it when she called LV about an issue with the tenancy. LV said it didn't have a record of this claim, so Mrs S complained. LV issued a final response letter in April 2024 in which it said it had no record of Mrs S making a claim. Mrs S subsequently did make a claim and LV's handling of this is the subject of a separate complaint to us.

Mrs S asked us to consider her complaint about LV not registering her claim. One of our investigators did this. She said it shouldn't be upheld because LV hadn't done anything wrong, as there was no compelling evidence Mrs S had actually said she wanted to make a claim for damage to the insured property in 2022.

Mrs S does not agree with the investigator's view and has asked for an ombudsman's decision. She's said the policy document doesn't say how a claim needs to be made. And it seems from what she has said that as far as she is concerned LV should have realised she wanted to make a claim when she called LV late in 2022.

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've decided not to uphold it for the same reason as our investigator.

I am only dealing with Mrs S's first complaint, which is her dissatisfaction with LV's failure to register a claim against her policy late in 2022. Mrs S's complaint about LV's response to her claim once it was noted in 2024 is being considered separately under a different case reference.

I'm satisfied that there is a condition in Mrs S's policy that says she needs to notify LV of any incident giving rise to a claim as soon as possible. And I agree with Mrs S that the policy doesn't state any particular way this needs to be done. So I think it could be done by telephone, by letter or by email. However, I do not think that it can be done by implication. I think the policyholder or their representative needs to specifically state they want to make a claim. So, the fact Mrs S may have contacted LV for legal advice and assistance with a tenancy issue in 2022 would not be enough to constitute her notifying LV she wanted to make a claim under her policy for damage to her property; even if she mentioned when she spoke with LV that the insured property had been damaged. And I'm satisfied that LV has no record of Mrs S notifying it that she wanted to make a claim in 2022.

In view of this, I think it was reasonable for LV to say it hadn't been notified of a claim by Mrs S in 2022 when she contacted it about this sometime later. And I'm satisfied that its final

response on her complaint about this issued in April 2024 was reasonable.

My final decision

It therefore follows that for the reasons set out above, I've decided not to uphold Mrs S's complaint about Liverpool Victoria Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 4 January 2025.

Robert Short
Ombudsman