

## **The complaint**

Mr A, representing the estate of Mrs A, complains about the decision made by Liverpool Victoria Insurance Company Limited when dealing with a claim under the late Mrs A's home insurance policy.

Mr A has brought this complaint as an authorised representative of the late Mrs A. As Mr A has dealt with the Financial Ombudsman Service, I have referred to Mr A throughout this final decision.

## **What happened**

Following an escape of water incident causing damage to the late Mrs A's home, a claim was made under the home insurance policy held with LV. The claim was declined by LV citing the 'unoccupied' terms and conditions of the policy as the reason for LV's declinature.

Mr A complained about LV's decision to decline the claim. LV didn't offer to do anything in settlement of the claim. Mr A was unhappy with this response, and brought the complaint to the Financial Ombudsman Service. The ombudsman issued a final decision in December 2024 explaining the reasons why we won't be asking LV to do anything in settlement of the complaint.

Mr A raised a further complaint with LV about a revised policy schedule being issued in January 2024 which said cover began on 27 October 2023. Mr A said this meant that the claim should be covered. LV said it'd produced revised documents to show that it had been made aware that the property had been unoccupied from October 2023, but this didn't mean that cover had been backdated to 27 October 2023 to allow for the January 2024 claim to be accepted. Mr A brought his complaint to the Financial Ombudsman Service and the Investigator agreed with LV's position.

Mr A rejected these findings saying (amongst other things) '*The revised policy is clear, the house was insured as being unoccupied from October 27th, there was no other wording in the policy around that which supports LVs explanation.*' As the complaint couldn't be resolved, it has been passed to me for 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.

I understand it has been a stressful time for Mr A. I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided. Having carefully considered the evidence, I won't be asking LV to take any further action in response to this complaint. I'll explain why.

Firstly I note many of the comments raised by Mr A in response to the Investigator's view relate to reasons why he thinks the policy terms for unoccupancy had been met, and LV

should cover the claim. A decision on LV's application of the policy terms, and specifically saying that the unoccupancy exclusion had been fairly applied, has already been made by the Financial Ombudsman Service in a final decision issued in December 2024.

The question I'm considering in this decision relates to whether the schedule produced in January 2024 is enough to say that the late Mrs A's claim is covered. Mr A says the schedule sent in January 2024 is *'effectively covering my Mothers property as being unoccupied from October 17th 2023.'*

It's not disputed that after notifying LV of the escape of water incident, LV sent Mr A updated policy information saying it related to the period 27 October 2023- 11 September 2024. The policy information included a section headed *'unoccupancy condition'*, which explained *'As you've told us you home is unoccupied we'll provide cover as long as...'* I understand that Mr A thinks that the inclusion of this provision represents the policy providing cover from the period noted in the schedule- that is, 27 October 2023- 11 September 2024. I recognise Mr A's strength in feeling about how he thinks this policy should operate. But having considered the evidence, I don't agree.

I'm satisfied LV issued new policy information for the purpose of letting the late Mrs A know that it had accepted the information provided about the property being unoccupied, and had updated the terms of cover to reflect this. I don't agree that the means that LV should cover the claim. The reference to the period of cover explains the period covered by the policy. But it doesn't change the terms on which LV decided the late Mrs A's claim, and the evidence considered when informing her that the claim wouldn't be covered.

I appreciate Mr A's disappointment with this outcome. This situation has clearly left Mr A feeling stressed. Although I appreciate the upset caused to Mr A, I am satisfied LV's actions have been reasonable, and in line with what we'd expect. Because of this, I won't be asking LV to do anything in settlement of this complaint.

### **My final decision**

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs A to accept or reject my decision before 10 July 2025.

Neeta Karelia  
**Ombudsman**