

The complaint

The estate of Mr M complained about the decision by Liverpool Victoria Insurance Company Limited ('LV') to decline its claim in relation to flooring under his home insurance policy. For the avoidance of doubt, the term 'LV' includes reference to its agents and contractors for the purposes of this decision, and 'the Estate' refers to submissions made on its behalf by its representative.

What happened

Unfortunately, damage occurred to the laminate flooring at Mr M's home in the autumn of 2024 due to a chair scraping the surface. Mr M held home insurance with LV at the relevant time and the Estate submitted a claim to LV for the damage. LV declined the claim because it didn't consider that the damage was covered under the policy which was purchased.

The Estate complained to LV however it maintained its decision and so it referred the complaint to this service. The Estate said that flooring should be considered under the contents section of the policy in relation to accidental damage and therefore covered for damage. The relevant investigator didn't uphold the complaint as she considered that the flooring would be categorised as part of the building and, as there wasn't cover in place for accidental damage to the building, that LV had fairly and reasonably declined the claim. She did however provide the opportunity for the Estate to provide further evidence such as reports from the person who fitted the floor.

The Estate remained unhappy about the outcome of the complaint and the matter has now been referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine is whether LV applied the terms and conditions of the relevant policy in a fair and reasonable manner when it declined the claim. I can't say that its acted unfairly or unreasonably and I explain my reasons for this final decision below.

In reaching this decision, I've carefully considered the submissions of the parties. I turn firstly to the Estate's submissions. In summary, the Estate considered that LV had told it; *'all sorts of nonsense..., inaccuracies and blatant lies.'* It also criticised the standard of LV's call-handling which it considered to be unprofessional, and it referred to calls which hadn't been returned. The Estate was adamant that LV staff had lied or put up obstacles to the claim and moved the goalposts, and the Estate intended to take the matter to court.

As to core issue, the Estate said that the floor was made up of laminate flooring, that the representative was able to pick this up, that it was a *'floating'* floor and so should be classed as covered by the *'contents'* rather than the *'buildings'* part of the insurance policy. The Estate forwarded photographs showing the damage, but it said that this didn't show the full extent and depth of the damage. It also said that the photographs showed that the silicone

seal was just at the edge of the flooring and it confirmed that *'the floor was not jammed down by skirting boards.'*

I now turn to LV's response to the Estate's complaint. It explained that the policy had been renewed on-line on 17 November 2023. The Estate had contacted LV about the damage and had explained that Mr M had a special chair for mobility, that the front wheel broke and had left a hole in the special waterproof laminate flooring. When it received the Estate's claim, LV said that it advised that laminate flooring would be considered under the building element of the policy, and that this was *'in line with general market practice'*. It added that laminate flooring was classified as a building item due to the type of *'installation and function within the property'* even if it hadn't been glued down. It explained that as Mr M didn't hold full accidental damage cover under the building element of the relevant policy, it was unable to cover the claim. There was full accidental cover in place under the contents element of the policy; however, LV determined that laminate flooring would be classed as coming under the buildings element.

LV said that it had listened to several telephone calls in relation to this case, however it said that no reference was made in these calls to the scope of the cover. It said that Mr M had been receiving his policy documents on renewal for the past several years, and that these stated the cover he had in place. It said that the onus would be on the customer to ensure that the cover they had in place was suitable for their needs.

I now turn to my reasons for not upholding the Estate's complaint. Firstly, I wish to say that this has been a finely balanced decision and I do have much sympathy for the Estate's position, particularly in the light of the time and effort which it's put into this claim and subsequent complaint. Nevertheless, on balance, I can't say that it was unfair or unreasonable for LV to categorise the laminated flooring in this instance to be part of the building rather than its contents.

The starting point for complaints of this type will be the wording of the terms and conditions of the relevant policy. In this case I can see that Mr M's buildings and contents insurance policy with LV was renewed from 19 November 2023. It included *'full accidental damage to contents,'* but not full accidental damage to buildings. The word *'Buildings'* included a lengthy definition in the policy booklet being *'the structure of your home'* including a list of items but it didn't refer specifically to flooring types. The word *'Contents'* again included a lengthy definition, and it listed items but again didn't specifically refer to flooring types. It added that *'contents are not... permanent fixtures and fittings.'*

The key issue is therefore whether it was fair and reasonable for LV to determine that Mr M's laminate flooring would be categorised as being part of the building element of the policy. As stated, I consider this to be a finely balanced issue and not as straight-forward a question as it might first appear. The flooring is described by the Estate as *'floating flooring'* and only secured around the edges with silicone and not fixed to any skirting board. In considering whether an item forms a part of a permanent fixture or fitting, and in the absence of a specific policy definition, a judgment must be made as to extent of any fixing and fitting.

In the absence of any report from the contractor who installed the floor, I've carefully considered the photographic evidence in this case. Unfortunately for the Estate I consider that the floor in this instance can most fairly be categorised as having become part of the building's fabric. This is because it wouldn't be entirely straightforward for the laminate flooring to be removed without damaging it, particularly around the edges of the flooring where, as the Estate has honestly and openly stated, it had been glued down.

As to the Estate's concerns around communication issues with LV, I note that the Estate was sure that it had asked for accidental damage cover for buildings to be included in the

2023/2024 policy, and that it had told the call-handler during renewal of the policy that it wanted 'all cover'. Nevertheless, I note that the Estate took out cover on 17 November 2023 at 11:10am and did so online. As such, the onus does remain upon customer to take out the desired cover and to check documents when received and to contact the insurer at the time if cover didn't meet their needs. In the circumstances, I can't say that LV mis-advised the Estate on renewal.

In the circumstances, I can't say that LV has applied the policy in an unfair or unreasonable manner in this case, and I don't uphold the Estate's complaint. I appreciate that this decision will come as a great disappointment, in particular as the Estate feels very strongly about the matter and has spent a considerable amount of time and effort in bringing the complaint to this service. I would add that this decision doesn't preclude the Estate from pursuing its expressed intention to pursue the matter in court.

My final decision

For the reasons given above, I don't uphold the complaint by Mr M's Estate, and I don't require Liverpool Victoria Insurance Company Limited to do any more in response to its complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the Estate of Mr M to accept or reject my decision before 6 January 2026.

Claire Jones
Ombudsman