

The complaint

Mrs G complains about the way Liverpool Victoria Insurance Company Limited (LV) handled a claim under a home emergency insurance policy.

What happened

The details of this complaint are well-known to the parties, so I won't repeat them here. Instead, I'll focus on the reasons for my 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.

Mrs G held a home emergency policy with LV. She contacted LV by phone around 11pm on 16 December 2024 to claim on the policy. Mrs G is dissatisfied LV couldn't send an engineer to assist her until around mid-day the following day, despite having home emergency cover in place. She also says LV acted unfairly when requesting she either turned the water off herself, called the water board, or employed a local contractor to assist her. Mrs G's son was fortunately able to attend shortly after she made the claim. He turned the water off. LV's engineer then attended on 17 December 2024. They reported they "Stripped out pipework and replace[d] section washer" to repair the leak.

Mrs G's policy is designed to assist following a sudden and unforeseen incident which, if not dealt with quickly, will make the home unsafe, damaged, and/or leave a policyholder without essential services. The policy ultimately responded to Mrs G's claim, but not as quickly as she expected it to, which is the crux of her complaint, and the focus of my decision.

The policy required LV to cover the cost of emergency assistance, which is temporary or permanent repairs to resolve the immediate emergency. There is also a helpline for a policyholder to call any time of day, all year round. But importantly, what the policy doesn't set out is a service level agreement and/or the time in which a policyholder can expect an engineer to attend. So, I've looked at whether I am satisfied LV's response to Mrs G on the whole was reasonable, considering what she reported, and her circumstances. Mrs G is in her eighties and suffers with her health.

Mrs G told LV water was coming through the kitchen ceiling. I was very sorry to hear the level of distress Mrs G was in during the first notification calls with LV. It was evident this incident came as a great shock given water was coming through her ceiling, fixtures, and present in the bathroom upstairs, and I'm sorry this happened to her, in the middle of the night. Mrs G was informed LV wouldn't be able to deploy an engineer until the following day (17 December 2024), and I note LV provided her with some options, such as calling the water company, turning off the water, and contacting a local plumber.

While I appreciate Mrs G found these options (namely: turning off the water which she was unable to do, and appoint a local contractor) inadequate, I am satisfied this was a reasonable approach for LV to take, due to its engineer availability. Further, the policy says

in the event of an emergency such as this one, LV will tell a policyholder how to protect themselves and the home before help arrives. So, while the welcomed news to Mrs G would have been for LV to tell her an engineer was on the way following the first contact, which couldn't happen due to engineer availability at that time, I find LV acted reasonably, and in good faith, by offering advice to Mrs G in the meantime.

The final call that took place shortly after Mrs G reported the claim to LV involved her son who had travelled to her home late that night to assist her. The call log suggests this call took place around 1am on 17 December 2024. I understand Mrs G has said it was lucky her son was able to step in and assist her, as had that not been the case, things could have got a lot worse in terms of damage. I acknowledge Mrs G's comments. But I must consider what *did* happen here, and in this case, Mrs G's son fortunately managed to locate the stopcock and turn the water off to alleviate the emergency, for LV to attend later and carry out repairs.

Taking everything into account, while I empathise with the extremely difficult situation Mrs G faced late into the night with water coming through her kitchen, I am satisfied LV took reasonable steps to assist Mrs G with providing her with advice on how to help mitigate the immediate emergency she was faced with. And I find an engineer attending the following day (around mid-day) to be a reasonable timeframe between Mrs G reporting the claim, to repairs being carried out. And while I note Mrs G will argue her son carried out the role LV should have undertaken in these difficult circumstances, and had he not done so, things could have been a lot worse, the water was ultimately turned off shortly after the first notification of loss call, and I'm unable to require LV compensate Mrs G for hypothetical events that fortunately didn't occur.

I'm aware a further visit took place on 30 December 2024 after Mrs G informed LV the stopcock was leaking. It's not entirely clear whether this was related to the first visit, or worked on by the first engineer, based on the claim notes. But in any case, I note the engineer reported "There was very little [water] after 4 days new stopcock required", which suggests no additional damage was caused by this second report of a problem. And I also note Mrs G has said no further water leak issues were noted following this visit.

Mrs G also suggested following the claim, the pressure on the bidet increased, but it's also not entirely clear whether this issue related to the claim. In any case, LV responded to this aspect of the complaint. It said, in brief, a pressure issue with the bidet wouldn't meet the definition of an emergency which I've set out above. I am satisfied that's fair based on the information available to me – a pressure issue wouldn't be considered as an emergency in line with the policy terms.

In conclusion, I am satisfied LV's handling of this claim was satisfactory. It follows I don't require LV to take any action.

I accept my decision will disappoint Mrs G because I acknowledge the difficult and distressing circumstances she faced on 16 December 2024. And I recognise why she feels let down by LV failing to provide her with engineer assistance as quickly as she expected it to. But I hope she understands the reasons for my decision, which ultimately ends what we – in attempting to informally resolve her dispute with LV – can do for her.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 11 March 2026.

Liam Hickey
Ombudsman