

The complaint

Mrs H is unhappy with the service provided by Liverpool Victoria Insurance Company Limited (LV) when dealing with a claim under her home emergency insurance policy. Mrs H is being represented by a third party in bringing her complaint to the Financial Ombudsman Service. For ease of reference, I have referred to Mrs H throughout this final decision.

LV is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. LV has accepted it is accountable for the actions of any third party instructed by it. In my decision, any reference to LV includes the actions of any third party instructed by LV during Mrs H's claim.

What happened

Mrs H took out home insurance and home emergency cover, both underwritten by LV. The terms and conditions explained the policy would provide cover for '*Damage to or failure of internal plumbing and drainage system at your home.*' It also included the following exclusion for this benefit '*a shared drainage system where it joins the public sewer.*'

Mrs H contacted LV to make a claim under her home emergency policy after noticing a blockage in the kitchen sink. LV sent an engineer who tried to clear the blockage but was unable to do so. The engineer's notes recorded '*this will need repairing to building insurance as property is a flat style house with multiple 90° bends under floor and other properties have been affected with same issue.*'

Mrs H made a claim under the buildings section of her home insurance policy. An engineer attended but didn't complete repairs. The engineer's notes recorded '*the serviceability issues with the sink are related to an above ground blockage within the kitchen waste pipework prior to the connection with the above ground section of the SVP [soil vent pipe].*'

Mrs H referred her claim back to team dealing with the home emergency part of her policy. LV said it wouldn't be sending another engineer to further investigate the claim. This was on the basis that the drain is shared and so any damage isn't covered. Mrs H didn't accept highlighted what the previous engineer had said about it being an above ground blockage.

LV said '*In our experience flats always have shared drainage. I have asked the engineer who has advised that he was chatting outside with a gentleman who said he had experienced the same thing...*'

Mrs H complained to LV about the way it had dealt with her claim, and lack of evidence supporting LV's reliance on the shared drainage system exclusion. LV didn't offer to do anything in settlement of Mrs H's complaint.

Unhappy with LV's response, Mrs H referred her complaint to the Financial Ombudsman Service for investigation. The Investigator found that the service provided by LV had been poor as LV hadn't done enough to show that the claim wasn't covered. The Investigator recommended LV appoint another engineer to inspect the issue with Mrs H's blocked kitchen

sink, and pay £200 compensation for the distress and inconvenience caused to Mrs H for the delay in dealing with her claim properly.

LV disagreed. LV said the home emergency engineer did all they could at the time and didn't agree that sending out another engineer would provide any further information or evidence. 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'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. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it has affected what I think is the right outcome.

LV says *'this is shared sink waste pipes that run between the flats. Our HE has been out and tried to clear the blockage without success and feel the issue could be in another flat and this is causing the issue to backup and affect our customer.'*

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. To determine this, I would need to be satisfied that LV has acted fairly and reasonably in its application of the policy terms. And having considered the evidence, I'm not persuaded it has.

Mrs H contacted LV to report that the kitchen sink was blocked. The policy provides cover for *'Damage to or failure of internal plumbing and drainage system at your home.'* I'm satisfied the claim circumstances described by Mrs H justified further investigation of whether she had a valid claim covered by the policy.

When asked for evidence of how the home emergency engineer determined that a shared draining system was likely in place, LV said the home emergency engineer *'has advised that he was chatting* outside with a gentleman who said he had experienced the same thing.' I'm not persuaded these comments are compelling or persuasive enough for LV to support its reliance on the shared drainage system exclusion.

The engineer that attended when Mrs H contacted LV to make a claim under the buildings part of her policy, said that the issue is *'related to an above ground blockage within the kitchen waste pipework...'* LV ought to have done more under Mrs H's home emergency cover to say whether the claim could be covered, and provided clear rationale for the reasons why it's not covered. Mrs H had already been referred by the home emergency engineer to direct her claim elsewhere. It was reasonable for her to have sought further answers from LV about why her claim wasn't being covered. Instead, LV simply referred back to what the home emergency engineer had said on their first visit.

During our investigation, LV has also said *'...there is a strong possibility the pipework may not be able to cope with the traffic, or it is inadequately installed.'* But I can't see that these comments are supported by any investigation work or expert opinion from the home emergency engineer that attended. So, I'm not persuaded it is fair or reasonable to rely on these arguments as a reason for saying the claim is excluded at this time.

I want to make it clear that it's not my role to speculate on what work I think should've been completed, as I don't have the expertise to make this judgement. What I have found is that LV didn't do enough to properly investigate Mrs H's claim when it had the opportunity to. Had LV investigated the issue properly at the time, Mrs H could've explored other options to deal with the blockage.

Based on everything I've seen, I think it's fair for LV to send another home emergency engineer to properly investigate the cause of the blockage, and explain to Mrs H whether the claim is covered, or excluded. LV should clearly explain any exclusion relied on, and any supporting evidence from the time of inspection to justify its reasons for rejecting the claim.

I also think it's fair that LV pay Mrs H compensation in recognition of the upset and inconvenience caused to her by its poor handling of her claim, I've considered what Mrs H has explained about the impact on her health, and the stress of dealing with the claim given her age and circumstances. The Investigator recommended £200 compensation for the impact on Mrs H. Having considered the complaint, I'm persuaded this amount is fair and reasonable, and in line with what this service would direct in the circumstances.

Putting things right

Liverpool Victoria Insurance Company Limited is directed to:

1. Appoint an engineer to inspect the blocked kitchen sink issue, and clearly explain the claim decision to Mrs H in line with the policy terms and conditions; and
2. Pay Mrs H £200 compensation.

My final decision

For the reasons provided I uphold this complaint. Liverpool Victoria Insurance Company Limited must settle this complaint as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 17 March 2026.

Neeta Karelia
Ombudsman