

DRN-5950968

The complaint

Ms B complains that Liverpool Victoria Insurance Limited (LV) have provided poor service and delayed in dealing with her claim following an escape of water.

What happened

Ms B had buildings and contents insurance with LV.

Ms B has made two previous complaints about how LV dealt with her claim. The first was in connection with an ombudsman's decision on 31 December 2024, and the second I have issued a decision today alongside this one.

This third complaint is regarding what LV did from 2 April 2025 until 21 August 2025.

Ms B complains that LV are trying to force a settlement on her which is inadequate. She says there is further damage to the loft, the roof, the radiators, and LV should also pay the cost of converting her downstairs toilet into a shower room because having only one bathroom wasn't suitable or safe for her family of four, and with her son's additional needs. Our investigator thought that LV could do more to resolve the complaint and recommended that:

- The schedule of works is updated to reflect the cost to LV of replacing the radiators
- LV to review the damage to the kitchen cabinets to establish if they can be considered as part of the claim and to respond to Ms B if they haven't already
- Ms B to provide a report and evidence for the alleged roof damage for LV in a format to allow LV to assess if this is claim related.
- Once works have started, Ms B should provide any evidence of the floor damage when the stud wall is removed for LV's consideration.
- Once the schedule of work has been agreed and if alternative accommodation is required, LV should work with Ms B to source reasonable suitable accommodation to minimise any disruption to the family.

LV agreed with the investigators recommendation, but Ms B didn't, and so the case has come to me to review.

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 have to decide whether LV have fairly and reasonably dealt with Ms B's claim, and if they didn't, what the impact was on Ms B, and what it needs to do to resolve the complaint

I have read through Ms B's additional comments and evidence which has been provided following the investigator's outcome and noted her disagreement with some of the investigator's conclusions.

LV have agreed with the investigator's outcome, and Ms B has agreed with some of the recommendations but not all. So, in considering this complaint I have not considered the issues that are in agreement and have only commented on the issues that are still in dispute.

Radiators

Following a further joint visit by Ms B's loss assessors and LV in May 2025 LV have increased the schedule of work to include the costs of specialised cleaning processes that will treat rust and restore the radiators. They agreed to consider further repairs/replacements on receipt of confirmation that these processes have been completed and were unsuccessful.

Ms B provided us with a quote to replace the radiators in June 2025 for £1423 which noted

"All radiators quoted to be replaced due to severe damp inside the property.... These radiators have started rusting from the damp which has caused the radiators to deteriorate and must be replaced".

While I don't think LV's approach is unreasonable, Ms B's contractor has confirmed that in his opinion the rusted radiators would need replacing, and I don't think the cost here is unreasonable – being not much more than the cleaning costs. Given the amount of time this claim has taken and the need for the house to be dried and warm for Ms B and her children, I think the simplest and fairest way to resolve this issue is for the settlement to include the replacement radiators that have been quoted.

Roof repairs

Ms B has asked us to include the roof repairs in our recommendation. The quoted repairs include removal of the tiles, replacement of the roofing felt and scaffolding.

Our investigator recommended that further information was provided by Ms B's contractor to support this type of work, and that LV assess this.

Ms B's roofing contractor has said that there is staining to the underside of the roof membrane which is unsightly and he recommends replacing it. He notes that the membrane is now completely dry, but that the staining could cause questions on sale of the property. He states that in his opinion this damage occurred because of the water leakage.

LV have told us that they have included in the settlement a sum for mechanical drying programme and bio cleaning of the roof. If proof is provided of this having been attempted and failing, they have agreed to consider additional roof repairs. I consider this to be fair, and Ms B should provide evidence to LV of the bio cleaning for them to consider.

Alternative bathroom conversion

Ms B has had her downstairs toilet converted into a shower room as she says it was unreasonable for her family to have only one functioning bathroom for a prolonged period, and that it impacted her son's health as he needs to have access to the shower room at all times.

She also says that this impacted her son's mental health due to the long period without the facility next to his bedroom.

While I appreciate why Ms B has had the downstairs shower converted, I don't think it is fair for LV to pay this cost. The policy only allows for repair and replacement to restore the property to pre loss condition. There is no provision for alterations to undamaged parts of the property, and so I can't direct this to be paid under the policy.

I've also considered whether given the delays it would be reasonable for them to pay this cost, considering the family's vulnerabilities. Ms B says that this was agreed by LV at the joint visit in May 2025, but this isn't reflected in LV's notes, and they did advise on 30 May that this wouldn't be covered as it is and improvement.

I can understand the difficulties experienced by the family during the period with only one bathroom, but there was still access to adequate washing facilities, and the situation had been managed for a long period before the conversion. There is inevitably some inconvenience with property claims, and it is expected that while a claim is ongoing there may need to be compromises and adjustments to living arrangements, and so I can't agree that renovation of a separate bathroom was the only option. The money received in April 2025 could have been spent on making the damaged shower room usable rather than converting a new one.

I also note that Ms B chose a cash settlement option rather than letting LV's contractors undertake the repairs, which would have given them access to a second bathroom sooner. Ms B has also said that she thinks that the previous ombudsman's decision that LV should undertake temporary repairs would cover this conversion. I don't agree. This is a permanent change of use of a room in the house, not a temporary fix to something which has been damaged by the insured event.

Alternative accommodation

This was considered in my previous decision, where I felt that the alternative accommodation offer of 16 weeks was fair based on the current scope. However, as there are further recommendations in this decision which may increase the time repairs will take, and so this may need to be adjusted once the final schedule is agreed. It would also be helpful, given Ms B's vulnerabilities, if LV were to assist her in securing suitable alternative accommodation.

Kitchen cabinets

At the joint site visit on 25 April 2025 LV agree that they would include a replacement breakfast bar, but I've not seen that kitchen cupboards were mentioned, and I haven't seen any evidence of damage to the kitchen units so far. LV have agreed to consider adding these to the schedule if evidence is provided that they require replacement.

I understand that this is under consideration, and this is how I would expect LV to proceed, so is fair.

Floor

Similarly, there is alleged damage to the flooring. LV have said that when the stud wall is removed as part of the repairs, if there is evidence of damage to the flooring provided, they will consider adding this. Again, this is how I would expect them to proceed, and I think this fair.

To resolve things

As explained above, to resolve the issues, LV should:

- Update the schedule of work to reflect the cost to LV of replacing the radiators (minus anything they have already paid for the rust treatment)
- Review the evidence of damage to the kitchen cabinets to establish if they can be considered as part of the claim and to respond to Ms B if they haven't already
- Review evidence provided by Ms B of attempts to deal with the roof by way of bio cleaning and consider whether replacing the felt membrane is necessary
- Review any evidence of the floor damage when the stud wall is removed and consider whether further claim related damage is to be included.
- Once the schedule of work has been finalised and if alternative accommodation is required, LV should work with Ms B to source reasonable suitable accommodation to minimise any disruption to the family. If any increase in the scope increases the length of time AA is required for, LV should consider this.

My final decision

My decision is to uphold Ms B's complaint about Liverpool Victoria Insurance Limited and direct them to resolve this complaint as explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 1 April 2026.

Joanne Ward
Ombudsman