

The complaint

Mr H has complained about how Liverpool Victoria Insurance Company Limited (LV) dealt with a claim under his contents policy.

References to LV include companies acting on its behalf.

What happened

Mr H made a claim on his contents policy following a water leak from the loft in his rented property. LV sent a surveyor to assess the damage. Following this, Mr H complained. He said the surveyor knew his landlord and hadn't behaved appropriately during the visit. When LV replied, it said it had confirmed that the surveyor didn't know Mr H's landlord. It said the claim was in the process of being validated.

LV offered a settlement for some damage electrical items. Mr H complained about the settlement offered. When LV replied, it said it settled claims on a like for like basis. It provided details on each item and provided links to each item it considered to be like for like for the damaged items and were the basis for its settlement.

Mr H complained about the electrical item settlement again. It said its supplier had confirmed the settlement offered was based on the closest available items. However, the supplier had said it would review this again if Mr H provided reasons why they weren't like for like.

LV also agreed to pay to replace Mr H's carpet. However, it declined the part of the claim for a sofa and a recliner chair. Mr H complained about the settlement offered for the carpet and that the other items had been declined. When LV replied, it said the settlement for the carpet was based on a like for like replacement. It said the chair had been declined because it was disposed of before LV had the chance to validate any damage. The sofa was declined because no water damage was identified. Any wet patches would have dried out without causing damage.

When Mr H complained to this Service, our Investigator didn't uphold the complaint. She said LV investigated whether the surveyor knew Mr H's landlord. No evidence was found to show this. She said this was fair. The surveyor's report also provided sufficient information so LV could make a decision about the claim. For the electricals, LV's records showed it had repeatedly asked for estimates from Mr H. These hadn't been provided when LV responded to the complaint. Mr H had provided them to this Service, which we provided to LV. So, this was the first opportunity it had to reassess the claim. Based on the information available to LV at the time it responded to the complaint, its offer was fair and in line with the policy terms and conditions. For the carpet and furniture, there was no visible damage to the sofa. The chair had been disposed of before LV could validate any damage. There was no evidence LV had agreed to its disposal. For the carpet, LV asked for estimates from Mr H, which weren't provided. Mr H provided them to this Service, which we passed to LV. So, it was at that point that it could review the settlement offered. She said its offer was fair at the time LV responded to the complaint.

As Mr H didn't agree, the complaint was referred to me.

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.

Having done so, I don't uphold this complaint. I will explain why.

As part of my decision, I'm only able to look at the issues covered in the complaints raised with LV. I'm aware that when Mr H brought his complaint to this Service, he provided quotes that LV had requested but hadn't seen. This Service passed that information to LV so it could consider whether this made a difference to how it should settle the claim. However, I'm unable to comment on that new information, or what LV now decides about the claim settlement offered, as part of this decision.

Mr H was concerned that the surveyor who visited his property knew his landlord. It's my understanding that Mr H's landlord hadn't been cooperative in carrying out repairs. Mr H thought the surveyor was someone who regularly carried out work for the landlord. When LV looked into this, the surveyor said he didn't know the landlord. Mr H also said the person drank at his local pub and used a different name there. When LV considered this, it decided it was likely this was a case of mistaken identity. In the circumstances, I think that was reasonable.

Mr H was also concerned about the settlement LV offered for his electrical items. Mr H said he was repeatedly asked to provide his own estimates, which he found distressing. Looking at the claim records, when LV made its settlement offer to Mr H, he said one of the model numbers was wrong. Following this, both by phone and email, LV asked Mr H to confirm which model number was incorrect. Mr H later told LV that the validation wasn't correct but didn't provide further details. I think it was reasonable that LV asked Mr H to explain what his concerns were about the settlement offered. I also think it was reasonable that when LV responded to the complaint that it explained what specific replacement items it had based its settlement offer on. I think based on the information available to LV it fairly responded to this part of the claim and complaint. It also provided Mr H with a further opportunity to provide information to show why he thought the settlement offer wasn't fair. Mr H, via this Service, has provided further information, which has been passed to LV. I've no comment to make on this, as this information wasn't available to LV at the point it considered the complaint.

Mr H also complained about how LV dealt with his claim for a damaged carpet, sofa and chair. Mr H said the amount LV offered to replace the carpet was only half of what it would cost him to do so. LV said it would provide Mr H with a voucher to use at a particular retailer. Looking at how the settlement amount was decided, I can see that it included new carpet, underlay, fitting and delivery. LV also took into account the surveyor's assessment of the carpet, which was that it was a manmade fibre. I think the claim settlement offered was reasonable based on the information available at the time. Mr H provided this Service with a carpet quote, which has been passed to LV for it to consider. I'm unable to comment on this because this information wasn't available to LV at the time.

I've also thought about the sofa and chair. When the surveyor visited, the chair had already been disposed of. I'm aware Mr H has suggested that LV told him he could do this. However, I didn't find anything in LV's records that indicated this was the case. A company working for LV also confirmed it had no record of saying this to Mr H and that it wouldn't have given this advice. There were also no photos available that showed damage to the chair. LV was entitled to inspect the chair as part of making its claim decision. As it wasn't available for inspection and there was no other evidence of the damage, I think it was fair that LV declined to replace the chair.

For the sofa, Mr H said it was damaged underneath. LV's surveyor didn't note any visible damage to the sofa. LV was also of the view that any wetness to the sofa would have dried out by the time Mr H reported the claim. However, it said Mr H could send photos of the damage, which he did. When LV looked at the photos, it was unable to identify any damage to the sofa. Based on LV's assessment of the sofa, I think it was reasonable that it didn't offer any settlement for it. It didn't find evidence of damage.

So, having looked at Mr H's complaints, I don't uphold them. Based on what I've seen, I think LV fairly assessed the claim and that what it offered as a claim settlement was reasonable at the time it responded to the complaint. New information has now been passed to LV so it can assess it. If Mr H disagrees with how LV assesses that information, he would need to raise this with LV.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

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

Louise O'Sullivan
Ombudsman