

The complaint

Mr and Mrs W were unhappy with the workmanship carried out by Liverpool Victoria Insurance Company Limited ("LV") in relation to their home insurance claim.

What happened

LV accepted Mr and Mrs W's claim when damage was caused during a break into their home. Mr and Mrs W made three complaints in relation to the work carried out on the repairs, but this complaint specifically related to damage caused by LV's contractors to Mr and Mrs W's wooden flooring.

Mr and Mrs W were unhappy when LV's contractor scratched their floor whilst carrying out works at the property. LV tried to carry out repairs to the damaged floor, which involved Mr and Mrs W contributing circa £1,800 to ensure the colour of the flooring matched throughout the downstairs area of their property.

Mr and Mrs W aren't happy with the repairs. Mr and Mrs W don't feel they've been put back into the same position they were in pre-loss, and they said LV's efforts at repairing their floor has left it in a much weaker position and it has reduced the floor's longevity.

LV said it had contributed the other half (circa £1,800) towards matching the colours in Mr and Mrs W's floor. However, LV said *"regrettably it's been confirmed we won't be accepting liability [for the repairs it carried out]. It's been explained the scratches/indentations are more inherit of general wear and tear and not due to the way the sanding and reoiling was undertaken"*. LV did apologise for the time it took it to reach its decision on this complaint, so it paid Mr and Mrs W £300 in compensation.

Our investigator decided to partially uphold the complaint. She thought LV should pay a further £300 in compensation for the inconvenience caused by multiple contractor visits for the repair of the floor. However, she thought there was pre-existing damage, and she didn't think it was reasonable to expect LV to repair this. Mr and Mrs W disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 12 December 2025. I said:

LV accepted its contractors had caused damage to Mr and Mrs W's wooden flooring and they appointed different contractors to put this right.

What's important is that Mr and Mrs W's flooring was returned to how it was before the damage was caused by LV's contractors. When Mr and Mrs W made their complaint, they said they'd had their flooring for 12 years and it was in pristine condition.

Mr and Mrs W think LV's efforts to restore their floor to its pre-loss condition has made the situation worse. Mr and Mrs W said there are many indentations in the flooring that weren't there before, and the flooring is thinner (the surface veneer) than before due to LV's efforts to sand out the damage, so the longevity of the floor has shortened.

LV said its contractor disputed they were responsible for this surface scratch as they used protection on the flooring throughout. I don't think this is relevant, as by LV putting in place actions to repair the floor, it has accepted that it's likely its contractors were at fault.

The damage to the floor was a scratch, so LV appointed a surface medic to repair the damage. As this wasn't satisfactory to Mr and Mrs W, the whole flooring was then sanded twice by a flooring specialist.

Ultimately, LV is responsible for returning the floor to its pre-damaged state. It has said it has done this. LV said the floor was badly marked pre-loss from Mr and Mrs W keeping two dogs. However, Mr and Mrs W dispute this, they said the floor previously had a strong protective coating that stopped the floor getting damaged by the dogs.

As LV have said the floor was badly marked in the first place, I asked it to provide evidence to support its position. I asked if LV had taken any photographs to demonstrate the previous condition of the floor or if it had asked Mr and Mrs W to sign a disclaimer to accept their floor was previously damaged, to confirm they were happy for further repairs / sanding to be carried to the floor and to accept the final condition without seeing it.

LV said *"no disclaimer or previous photos are available other than what we've already provided, unfortunately these don't show a close-up of the floor. It wasn't anticipated this would turn into an issue"*.

I have reviewed many photographs that are on the claim file, and I haven't seen any that show the floor was in a poor condition pre-incident (with scratch like indentations from dogs). Therefore, I don't think LV has shown the floor was in a poor condition before it started work. I also find it strange why LV would agree to sand the floor twice to repair a small scratch, if it didn't think it had caused the damage in the first place and secondly if it thought the condition of the floor was poor anyway. But I think, by taking these decisions, LV is responsible for ensuring the floor is in the same condition it was pre-incident.

I've read a testimony provided by LV's flooring specialist. The specialist said *"the kitchen floor was very dark and the surface was worn by everyday use and the large dogs. There was dark deeply ingrained dirt in the floor as well as indentations from the large dogs scratching their claws on the floor"*. As Mr and Mrs W have said the floor was pristine, we have one word against another, so I need evidence to show the floor was badly marked before the incident. As I haven't, I intend to uphold this complaint.

Mr and Mrs W said due to the sanding works the flooring is now weak (very thin) and so it has reduced the useful life of the flooring. There isn't evidence the floor was heavily scratched before the incident, and as I said before, I find it strange that LV would've followed the approach they did if it was.

Mr and Mrs W have incurred a cost of circa £1,800, but they've ended up with a floor that's in worse condition than before the incident. So, they've not received a benefit for this outlay. Therefore, I intend that LV refund this money to Mr and Mrs W. As they've been without this money, I intend that LV add 8% interest per annum from the date Mr and Mrs W paid this amount to the date LV reimburse it.

Mr and Mrs W did have the flooring in place for 12 years, so whilst I appreciate they said it was pristine, I do think there will be a natural ageing to the floor and deterioration from wear and tear. Therefore, I don't think it would be fair for me to ask LV to fund a completely new floor. Instead, due to the age of the floor, I think it would be fairer for LV to cash settle a 50% contribution to the replacement of the floor on a like for like replacement. To clarify when I say floor, I mean the areas that have been sanded twice by LV.

To do this, Mr and Mrs W will need to provide three quotes to LV for consideration. LV should then cash settle 50% of the quote value provided the quote is on a like for like basis with the current flooring. Mr and Mrs W can then decide if they wish to live with the inferior flooring they have or put the settlement towards a new floor.

I think there has been some inconvenience for Mr and Mrs W during this time, whilst LV having been trying to repair the floor. I would imagine this has been a frustrating time. Therefore, I intend that LV pay £300 additional compensation for the distress and inconvenience caused.

Responses to my provisional decision

Mr and Mrs W accepted my provisional decision and asked for some clarification on what type of business they should approach to obtain a valid quote.

LV said "I'm very disappointed by your view on this and the expectation we should have taken close-up pictures of the flooring before starting any works. Should we have taken close-up photos of the entire property just in case the customer decided to say our contractors did something else. Is the expectation our contractors should do this on every job?"

We also totally refute your assumption we were responsible for the scratch, our contractors appear to have stupidly agreed to do the repair as a goodwill gesture. Unfortunately, this has escalated into the situation we're in now and I can only advise our repair network to not make any goodwill gestures in future based on your view. For you to totally dismiss that 2 very large dogs making no indentations or dirt into a wooden flooring, I can't answer why you've done this and would ask you to explain this please".

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.

Given neither party has provided any new information, I see no reason to change my provisional decision.

Mr and Mrs W should seek quotes from businesses who are willing and able to do the work (on a like for like basis) at a competitive price. It wouldn't matter if they were local or national suppliers.

Commenting on LV's points, our service is an evidence-based service – so any decision I make is intended to be a fair and reasonable one based upon the evidence that is provided. I think I've done that as I've explained in my decision. It's not my role to advise on the processes and procedures an insurer or its representatives choose to follow.

The photographs I've seen of the floor pre-incident don't show any major indentations. That's why I asked LV if it had any of its own evidence to provide to support its position or if it had asked its customer to sign a disclaimer before starting the repair work. I explained this in my decision. However, in my settlement I have explained that I think it likely there was some wear and tear to the floor over time, so I allowed for this when considering the redress. I think a 50% settlement was the fairest outcome based upon the circumstances and the evidence provided by both parties.

My final decision

My final decision is that I uphold this complaint. I require Liverpool Victoria Insurance Company Limited to :

- refund the money Mr and Mrs W paid towards the floor (circa £1,800), plus 8% interest per annum from the date Mr and Mrs W paid this amount to the date LV reimburse it.
- cash settle 50% of the cost of a new wooden floor (like for like material / style)
- pay £300 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 30 January 2026.

Pete Averill
Ombudsman