

The complaint

Mr D complains about the way Liverpool Victoria Insurance Company Limited (LV) handled an escape of water claim he made under a home insurance policy he shares jointly with Mrs D.

All reference to the insurer LV in my decision includes agents acting on its behalf when handling Mr D's claim.

What happened

In April 2024 Mr D made a claim to his insurer, LV for water damage to their bathroom.

In January 2025 Mr D complained to LV about the length of time it was taking to complete repairs and for the inconvenience caused. Mr D said of the works that had been done, they had been done poorly. Mr D said they had been using an outside bathroom (toilet) pod for what was estimated to be twelve weeks from July 2025, but this had continued into the winter months, was freezing cold and had caused an increase to their electricity bill in order to heat it.

Mr D said in July 2024 all of the bathroom items were disposed of as they were not reusable apart from the bath which he wanted to keep. But in September 2024 LV told him he would need to pay for replacing the shower enclosure and tray, sink and toilet as they were items that could have been refitted.

When asking for the replacement parts Mr D bought to be refitted, LV told him it couldn't guarantee the works and so offered Mr D a cash settlement.

Mr D was unhappy with the cash settlement offered. Mr D said he had paid for two vanity unit sinks after asking LV for assistance but didn't get a reply. He was then told they were the wrong size and couldn't be fitted.

Mr D said the bath had been left outside for eleven months and was dirty.

Mr D said the bathroom door hadn't been refitted correctly and the workmanship for the boxing, flooring, skirting boards, and refitting of the bath was poor. By Christmas 2024 Mr D said the bathroom repairs had not been completed.

On 12 March 2025 LV upheld Mr D's complaint. While it said some of the delays were unavoidable, it accepted it could have managed the claim better, provided clearer communication and better managed Mr D's expectations. For this it paid Mr D £350 compensation.

LV acknowledged there were some snagging issues which its agent was looking to try and resolve.

Mr D remained unhappy and asked us to look at his complaint.

One of our Investigators thought LV had done enough to resolve Mr D's complaint up to 12

March 2025.

Mr D disagreed. In summary he says:

- The bathroom items that were removed were not suitable to be refitted and were left by LV's contractors outside to be collected as rubbish. LV's contractors arranged for them to be collected.
- Mr D requested the bath be kept and this was left outside in a separate area.
- He was forced into buying replacement bathroom items and asked LV's contractors for assistance on the items before buying them but didn't get a reply.
- This led to Mr D having to pay more than once for replacement items.
- Mr D says the time it has taken is unreasonable and the repair issues have still not been resolved.

So Mr D asked for an ombudsman to decide.

I asked for more information from both parties. I asked LV to provide a copy of the Surveyor's report following a site visit on 28 February 2025 which would show what snagging issues were identified. I asked for details about a further leak identified under the sink/vanity unit which Mr D said caused further delay in repairs in December 2024/January 2025.

I asked LV to provide evidence of its communication with Mr D as to what works would be done – to show he was made aware of the items that were to be refitted.

I asked Mr D to provide a copy of emails he said he sent to LV on 5 and 6 December 2024 to say the dates it gave to complete works before Christmas were not acceptable. And I asked Mr D to provide evidence of the costs he paid for replacement bathroom items.

Both parties responded to my request. I issued a provisional decision on 17 December 2025. I intended to uphold Mr D's complaint and to ask LV to reimburse Mr D for the costs of the replacement toilet, one shower enclosure and tray and one vanity unit, with interest. I thought LV should pay a total compensation award of £700 for the distress and inconvenience caused.

Both parties responded to my provisional decision. I have addressed their replies in my findings below.

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.

My provisional findings

This is what I wrote in my provisional findings.

“For ease, I've set out the complaints under headings below.

LV didn't tell Mr D the bathroom items could be refitted and were disposed of

LV has provided a copy of an email exchange between its contractor and Mr D in September 2024. This is three months after the bathroom was stripped out. LV says the contractor had a verbal discussion with Mr D confirming the bathroom items could be refitted. LV says Mr D requested they be disposed of.

Mr D disagrees. He says the contractors advised him when stripping out the items that they were not reusable.

The email exchanges show that when the contractor asked Mr D to choose materials for flooring in September 2024, he asked about the other bathroom items. The contractor advised the other items could have been refitted.

It seems clear from this exchange that Mr D wasn't aware that the replacement of the bathroom items (apart from the bath) were not covered under the claim. As the insurer, LV should provide clear communication about the claim to a customer. I cannot see any meaningful evidence to show that LV clearly explained to Mr D that the items that were stripped out of the bathroom could have been refitted, or where Mr D's request to dispose of the items – with the knowledge he would have to pay to replace them – was adequately recorded.

So on balance I find it more likely that it wasn't clearly explained to Mr D of the scope of works in June or July 2024, when strip out works began. I therefore don't think it is fair that Mr D should be out of pocket for the bathroom items he bought to replace the ones disposed of by LV's contractors. So I think LV should reimburse Mr D for the bathroom items he paid for that LV says were suitable to be refitted. Subject to reasonable proof, LV should reimburse Mr D with interest at our preferred rate from the date of payment to the date of reimbursement.

I think if LV had clearly and fairly dealt with the claim, Mr D would not have been in the position of having to purchase replacement items – assuming the items could have been refitted. I have taken into account the distress and inconvenience caused overall later in my decision.

I haven't seen any evidence that Mr D asked LV for assistance with purchasing the items before proceeding and didn't receive a response.

It isn't clear to me if LV made a cash settlement payment to Mr D. I understand he was unhappy with the offer made. From the notes, LV said it couldn't guarantee the works to the shower and shower tray. I will consider any new representations both parties may wish to make about the cash settlement in response to my provisional decision.

LV's workmanship for repairs was poor

Mr D says there was a problem with the bathroom door. LV says any issue with the door is not related to the claim or caused by works it carried out.

I have no evidence to show LV is responsible for issues Mr D has with the bathroom door. So I haven't considered this complaint point further. As I've said, I will consider any further representations both parties may wish to make in response to my provisional decision.

Mr D says the flooring has been poorly fitted. He says LV caused a delay in completing repairs because it didn't order the flooring in time. There was a three week wait for the flooring from order which caused a delay and meant repairs were not completed before Christmas 2024 as planned.

LV says their contractor advised Mr D against the type of flooring he requested as it wasn't suitable for a bathroom. It has provided a copy of an agreement Mr D signed about the flooring in support.

I have looked at the agreement. It is a general agreement of advice as to how flooring can move and change after being fitted, and the look of the materials. It doesn't show me that LV advised Mr D against the type of flooring he requested. I have looked at the photos Mr D has provided to LV and to us of the flooring shortly after it had been fitted. This shows it to be uneven and with gaps.

I asked LV to provide a copy of the outcome report following a Surveyor visit to Mr D's home on 28 February 2025. In its final response LV acknowledged there were snagging issues identified. But it didn't say what they were and it hasn't provided any details of the outcome of the visit on 28 February 2025.

LV has provided an email exchange between it and a plumber on 17 and 18 March 2025 regarding some repair works, including repairing a leak under the sink. (The original leak was under the bath). From further information provided, I understand the repairs were completed in June 2025. As this is after LV responded to Mr D's complaint, I have relied on the information up to 12 March 2025 when making a decision.

It seems clear that the repairs to Mr D's home were still not satisfactorily completed by mid-March 2025 and there were still outstanding issues being considered by LV. This is almost a year after the damage was reported to LV.

Mr D raised concerns about the skirting board in December 2024 with LV. He says he didn't receive a response and I haven't seen evidence that he did.

LV caused avoidable delays

LV gave Mr D an initial estimate of twelve weeks for the works to be completed. I understand asbestos was identified and this caused a delay of around a month. And some periods of delay were unavoidable. But overall I think LV's handling of this claim has been poor. Mr D says they were content with accepting an outside bathroom pod in July 2024 on the understanding the works would be completed in three months. But because it took much longer, this meant he and Mrs D were having to go outside to use the bathroom in winter months, in freezing conditions. I understand Mr D has since been reimbursed for the increase in electricity costs. But it is clear that the impact of the poor handling of the claim has been significant. Mr D said the costs to replace the bathroom items and the increase in utility bills caused financial stress and worry.

Industry rules say that insurers should handle claims fairly and promptly, and provide clear reasonable help with regular updates on progress.

For the distress and inconvenience caused by its poor handling of the claim, LV paid Mr D £350 compensation in March 2025. I think the compensation should be increased to £700 to reflect the level of distress and inconvenience and the length of time it took to progress the claim over a period of eleven months, in line with awards we give in similar cases."

LV's response to my provisional decision

LV provided the following:

- two call recordings along with an invoice for a vanity unit dated 14 April 2025 for £269.98
- Surveyor checklist

- Scope of Works (SOW)
- Details of snagging issues from a site visit on 28 February 2025 along with the dates rectified.
- Email confirming LV's contractor would include replacing the bathroom door in the works.
- Emails, timelines, flooring agreement, images and comments from its contractor which I have already seen and taken into account when issuing my provisional decision.

LV says one of the call recordings show that Mr D requested disposal of the remaining bathroom items and that all items were suitable for refitting.

LV says the SOW and checklist shows the removal and refitting of the sanitaryware items apart from the vanity unit, which it priced to replace. It believes the compensation already awarded of £350 for delays is fair. It doesn't agree it should reimburse Mr D for the costs of a vanity unit or pay interest.

Mr D's response to my provisional decision

Mr D provided recent photos of his bathroom floor which show it to be uneven and with gaps. He remains very unhappy with the bathroom flooring. Mr D provided screenshots of an order for a vanity unit in October 2024 (so different to the vanity unit invoice provided by LV dated 14 April 2025) along with screenshots of orders for the following:

- Bath taps
- Sink taps and toilet
- Shower tray and legs kit

My view on the additional information provided by both parties

I've listened to the calls provided by LV. One call is between Mr D and the contractor to discuss the findings of the leak detection agency: that there was a leak under the bath. So I believe this call took place in April 2024, following the timeline provided by LV.

The contractor discussed removing the bath, but understood there would still be access to the shower. Mr D explained that the shower had been disconnected. The contractor said in that case he would contact LV to discuss the possibility of alternative accommodation. (It was later agreed to provide a bathroom pod.) The reason for the shower being disconnected wasn't discussed.

The second call provided took place around the time Mr D queried if the additional sanitary items were included in his claim – so around 13 September 2024.

LV spoke with its appointed plumber. LV referred to an earlier call where it was said that the toilet could have been refitted. LV asked the plumber if this applied to the shower and sink. The plumber said that Mr D told him he was buying new items and that was how they left it. The plumber said the vanity unit was bespoke made. LV asked; "so that couldn't go back in?" The plumber said it can, but all the wood would need to go back in.

I don't find it is clear from either of the call recordings that Mr D requested the disposal of the remaining sanitaryware items. And although LV has provided a copy of the SOW with the Surveyor checklist, these do not show what was communicated to Mr D. The plumber's recollection of what Mr D said three months before during strip out works is not supported by any notes or email confirmation with Mr D. I think LV should be able to evidence it clearly

communicated the claims process to Mr D. I don't find the new information provided shows this.

It remains that from the evidence provided, the first time Mr D was made aware that items could have been reused by LV is in email exchanges dated 12 and 13 September 2024. This is three months after strip out works were done and doesn't show LV clearly communicated to Mr D what was and wasn't covered in his claim when the items were removed during strip out works. By this time, the items had already been disposed of by LV's contractors.

From the list of snagging issues provided, it shows that they were rectified over various dates after LV responded to Mr D's complaint on 12 March 2025. The items include the skirting board issue Mr D raised in December 2024, rectified in May 2025.

I can see that LV's contractor agreed to replace the bathroom door as part of the claim works. I haven't seen any new evidence to show LV has failed to deal with any ongoing issue with the bathroom door.

LV says Mr D's choice of flooring is the reason why it isn't fitting properly. From the information provided by LV, it doesn't show me that LV advised Mr D against the flooring choice he made and this is the reason why it is uneven and has gaps.

So I maintain my view that it was not reasonable for the flooring works to remain unsatisfactory as at 12 March 2025, when LV replied to Mr D's complaint. This means the remedy set out in my provisional decision is the same as in my final decision.

LV says images taken of the flooring in May 2025 show the issues are not related to poor workmanship. As Mr D remains unhappy with the flooring after LV responded to his complaint on 12 March 2025, he will need to raise this as a new complaint with LV. If he remains dissatisfied with LV's response, he can ask us to look at his complaint.

My final decision

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

- Subject to reasonable proof, reimburse Mr D for the costs of the replacement toilet, one shower enclosure and tray and one vanity unit.
- Pay interest on the reimbursement from the date Mr D paid for the items to the date of reimbursement at a rate of 8% simple interest a year.
- Pay compensation of £700 in total, so £350 in addition to the £350 already paid for the distress and inconvenience caused.
- Liverpool Victoria Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs D accept my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 10 February 2026.

Geraldine Newbold
Ombudsman