

The complaint

Mr and Mrs D are unhappy with the way Liverpool Victoria Insurance Company Limited trading as Allianz (“LV”) handled their home emergency claim.

For ease of reading, I’ll refer to Mrs D throughout my decision. Any reference to LV should be taken to mean anything said or done on its behalf.

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Mrs D had home insurance underwritten by LV which included home emergency cover. In May 2025, she contacted LV because her home electrics had tripped. LV sent an electrician who disconnected the socket supply. LV told Mrs D that it would provide an update once it had determined whether the work was covered under the policy.

Mrs D chased an update. LV said the electrician reported that two days would be needed to investigate the problem and the house needed to be rewired. LV told Mrs D that further work was not covered under the policy.

After she appointed an electrician to investigate the problem and complete a repair, Mrs D complained to LV. She said LV ought to have completed the work and she asked for reimbursement of her electrician’s cost.

In its 24 July 2025 final response to Mrs D’s complaint, LV said the electrician was unable to look into and repair every electrical point due to the time it would’ve taken, and the policy does not provide cover for investigative works. LV said the electrician determined that a complete rewire was required which was also not covered under the policy. LV said it had received the job reports issued by Mrs D’s electrician, but they didn’t include full details of the work undertaken. LV said that if Mrs D provided a full job report, it would review its decision.

Unhappy with LV’s response, Mrs D brought her complaint to us.

Our investigator didn’t think LV had done enough in respect of Mrs D’s claim. She said LV had unfairly relied on its electrician’s report which said the sockets were on one circuit, whereas the policy did not mention the number of circuits. Our investigator also said there was no evidence that a full rewire was needed to resolve the problem. For these reasons, our investigator thought LV ought to pay for both electrician invoices along with 8% simple interest, and pay £150 compensation for the distress and inconvenience caused.

LV didn’t agree. It said having all sockets on one circuit wasn’t the norm, they would have needed to do a full maintenance check, and they were of the view that a full rewire was needed which was outside the scope of the policy. LV said its electrician wouldn’t have been able to complete any repairs without doing a full maintenance check.

I issued a provisional decision in March 2026 explaining that I was intending to uphold Mrs D's complaint. However, while I thought LV should've done more to provide emergency assistance, I was not persuaded that LV should pay both electrician invoices.

Here's what I said:

Provisional findings

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. The policy sets out the detail of the contract between Mrs D and LV, so I've looked at whether LV's decision to decline the claim was in line with the policy and, if so, whether it was fair and reasonable in the circumstances.

There's no dispute that the initial claim fell within the definition of an emergency as set out in the policy, and I see LV attended on the same day Mrs D reported the problem. So I'm satisfied that LV responded promptly.

The policy states:

If there is an emergency at your home during the period of insurance, we'll cover the cost of emergency assistance

And emergency assistance is defined as:

work carried out by an approved repairer to resolve the immediate emergency. This may involve a temporary or permanent repair

The policy does not cover:

the cost of further work if our approved repairer has resolved the immediate emergency by completing a temporary repair

On the final page of the policy, under the heading *Claims that are not covered*, I note the following:

If the cost of emergency assistance exceeds the limit of cover, or if a claim is not covered under this section, we'll still offer you assistance, but you'll be responsible for paying the approved repairer's charges [...] Please note that our approved repairer may be unable to restore an essential service because of wear and tear, lack of servicing or maintenance or faulty workmanship.

Based on the policy terms and conditions, I think Mrs D could reasonably expect that LV would attend, identify the problem, and then repair it, offer a paid repair, or advise her to arrange her own repairs.

The evidence suggests that LV's electrician attended, identified a short circuit, and concluded that it would take around a day and a half to check and repair every electrical point in the house. After checking further with the electrician, LV told Mrs D that it would have taken two days to complete the checks, that the policy didn't provide cover for investigative work, and the house needed rewiring.

I've simplified the evidence, here, but what it suggests to me is that LV didn't "*resolve the immediate emergency*" or "*offer you assistance, but you'll be responsible for paying the approved repairer's charges*". Therefore, I'm not persuaded that LV provided the emergency

assistance available under the policy terms and conditions.

Looking at the electrician's report and the first of Mrs D's own electrician's invoices, it appears that similar work was carried out. The key difference is that Mrs D's electrician spent longer looking for the problem and traced it to a single socket. I note that in LV's submissions, the following is stated of its own electrician:

I am of the opinion that the engineer should have stayed a little longer to try and identify the issue, But [Mrs D's] engineer was onsite for 6 hrs so would be good to learn what actions he carried out and what the issue was (photos would help).

This suggests that LV did not think it had done enough to identify the cause of the problem. While LV more recently pointed out that it is outside the scope of the policy to complete a maintenance check, I don't agree that is what was needed. Nor do I think it is reasonable to suggest that investigative work isn't covered. Some investigative work would be necessary to identify the cause of the problem, and I think its electrician did that by checking some sockets.

Although LV asked Mrs D for further evidence of the work done by her own electrician, she was unable to provide anything more than the invoices. The invoices include some information, but there is insufficient detail about what the electrician did to identify and resolve matters. I've thought carefully about this and, currently, I'm not persuaded that LV should reimburse Mrs D for the second invoice. That's because LV's responsibility under the policy would have come to an end once the fault was found and some service restored. The limited evidence suggests that the wiring to one socket was damaged, which likely falls under the definition of wear and tear. Once that socket was isolated and at least some others made available for use, LV need not have completed any further work because it would have dealt with the emergency. It appears that this is what Mrs D's own electrician completed in the first visit. So, based on the evidence available, and what is likely to have happened, I'm minded to require LV to pay Mrs D £180 to cover the first invoice, plus 8% simple interest from the date it was paid. The second invoice was for work to restore the remaining sockets and repair the damaged one, which does not appear to be covered under the policy.

Turning back to the policy, it says LV would still offer assistance where the claim wasn't covered. I haven't seen anything to indicate that it offered to arrange the work on a paid-for basis. Had it done so, I think it's likely that the matter could've been resolved sooner. Mrs D wouldn't have needed to arrange for her own electrician, and she wouldn't have needed to chase LV for updates on her claim outcome. Therefore, I don't think LV responded to Mrs D's claim in line with the policy, which I think caused avoidable delays. I've thought about the inconvenience Mrs D described in her submissions, such as losing the contents of her fridge and freezer, loss of connectivity, and relying on extension leads for four days. Based on this evidence, I'm minded to require LV to pay compensation of £150 by way of apology for the service shortfalls, avoidable delay, and for failing to offer paid-for assistance in line with the policy.

I understand Mrs D's electrician would not provide anything more than its invoices in respect of work done. Nevertheless, if she does obtain any additional information, I note that LV has said it will consider it. I think that's fair.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Responses

LV responded to say that it had no further information or comment to provide.

Mrs D raised four points, including clarification about some information relied upon. I'll address each of her points 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.

Having done so, I remain of the view that the outcome I proposed is fair and reasonable in the circumstances.

In response to LV's offer to look at any further information she could provide about the work done by her electrician, Mrs D said she responded to LV but heard nothing further. I noted that the invoices included some information and that the electrician said that was their report. However, the information is insufficient for LV to determine what was done. I realise Mrs D has little influence over what the electrician will provide for her, but I can't reasonably ask LV to review its decision without having further evidence to consider.

Mrs D said LV's information about the number of circuits was inaccurate. She said there were two circuits, and the one that tripped was the main power supply to the fridge, for example. I do not doubt what Mrs D says and I can confirm that I didn't rely on LV's submission that there was one circuit, or that it was not the norm, when I reached my decision.

Mrs D said that at her electrician's first visit the essential sockets were not restored, which is why a second visit was needed. Mrs D confirmed that other sockets were available for use, so she hadn't lost the whole supply. While the fridge socket was not restored by LV, I understand it was inaccessible due to being built into the kitchen units. In line with the home emergency policy limitations, I'm satisfied that LV left it safe by turning off the circuit supplying it.

When Mrs D's electrician first visited, they identified the faulty socket. As I said in my provisional decision, LV said its electrician should've spent longer looking for the fault and I've addressed this shortfall. But Mrs D's electrician's second visit was to complete repairs to a faulty socket, likely due to wear and tear, which the policy doesn't cover. For this reason, LV would not have been responsible for a second visit. Simply put, if LV's electrician had stayed longer and identified the source of the fault, leaving Mrs D with some working sockets, it would have fulfilled its responsibility under the policy. What happened was LV's electrician left without identifying the source of the fault, Mrs D did have some working sockets, and the faulty circuit was left turned off and safe. So LV's shortfall was in failing to spend longer looking for the source of the fault.

I've noted Mrs D's final comment clarifying the number of hours her electrician spent during the visits. As it doesn't affect the outcome, I make no comment on this point.

My final decision

For the reasons I've explained above, and in my provisional decision, my final decision is that uphold Mr and Mrs D's complaint and Liverpool Victoria Insurance Company Limited trading as Allianz must:

- reimburse Mr and Mrs D £180 which is the total for the first of their electrician's invoices;
- pay simple interest at 8% per annum* from the date Mr and Mrs D paid the first invoice to the date of reimbursement, and
- pay £150 compensation for the distress and inconvenience caused.

*If Liverpool Victoria Insurance Company Limited trading as Allianz considers that tax should be deducted from the interest element of my award, they should provide Mr and Mrs D with a certificate showing how much it has taken off so they can reclaim that amount, if they are eligible to do so.

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

Debra Vaughan
Ombudsman