

complaint

Mr and Mrs K complain that Liverpool Victoria Insurance Company Limited ("LV") mishandled the claim for water damage that they made under their Home insurance.

background

Nearly three months after the policy started, Mr and Mrs K reported that there had been an escape of water. They said Mr K had slept in the property most nights since the policy started. This was because of concerns about squatters and thieves. But LV didn't believe this and it rejected the claim. It did this on the basis that the property had been unoccupied. The policy said there was no cover for water damage after the property had been unoccupied for more than 60 days consecutively. According to the copy supplied to us, the policy defined "*unoccupied*" to mean not slept in frequently or without sufficient furniture or services for normal living purposes.

Our adjudicator thought LV hadn't done enough to rely on the exclusion. LV disagreed with this view. I issued a provisional decision. I said that, according to a transcript of the telephone call in which Mr K notified the claim, he told LV there was nothing in the property as it was being redecorated. I said this was inconsistent with the signed statement he provided, where he said a sofa, table and chairs, kitchen appliances and an inflatable bed were in the property.

In the signed statement, Mr K said that, when he discovered the damage, there was water in the kitchen up to half way up his lower leg. It was later suggested this was a misunderstanding due to language difficulties, but LV says Mr K's English is good.

I wasn't satisfied there was a misunderstanding when Mr K gave the statement. And I wasn't persuaded there was water to the depth he reported. The door to another room had been ajar but the statement suggested the water in that room wasn't to the same depth. Also, I thought bills for the property didn't show any significant use of gas in the months before the damage occurred, despite it having happened during winter months.

In the light of all this, I provisionally concluded that Mr K hadn't frequently slept at the property after the insurance started. So, I thought the rejection of the claim wasn't unreasonable.

LV agreed with the provisional decision, but Mr and Mrs K didn't. They said it was difficult to hear what was being said during some calls that were made to Mr K because of background noise.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In response to the provisional decision, Mr and Mrs K supplied a letter from their niece. This said Mr K stayed with her but went to the insured property each night to sleep there.

Also, Mr and Mrs K said the water in the room adjacent to the kitchen had been four to five inches deep. But I note that, in the signed statement, Mr K had only mentioned water on the

carpet in that room, whereas he said the water in the kitchen came half way up his lower leg. I'm not satisfied the water in the adjacent room was as deep as is now being stated.

Mr and Mrs K referred to the sound quality during calls made by or on behalf of LV to Mr K's mobile phone. But I've mentioned the telephone call in which he notified the claim and the transcript suggests that call wasn't made to his mobile phone. And the quality of phone connections doesn't account for the discrepancy between the transcript and the signed statement as the latter was taken during a meeting at the property.

Mr and Mrs K said Mr K's health is good. But in the signed statement he mentioned having a medical condition that had lasted ten years or more and that requires him to go into hospital regularly.

They also said the decoration work had been progressing. And yet in the signed statement Mr K said redecoration had been planned but no work had been completed. He said that was because of his health issues and visits to see his new granddaughter.

So, despite their niece's letter, I remain of the view that Mr K hadn't frequently slept at the property. And I still consider the rejection of the claim wasn't unreasonable.

my final decision

I don't uphold the complaint and make no award against Liverpool Victoria Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs K to accept or reject my decision before 15 February 2016.

S Lilley
ombudsman