

## **The complaint**

Mrs Y complains that Liverpool Victoria Insurance Company Ltd (LV) won't cover the cost of putting right the repairs that were carried out under her home insurance policy.

## **What happened**

On 5 December 2021 there was a break in at Mrs Y's home. The glass in two windows and a patio door were damaged, and Mrs Y made a claim on her home insurance policy. LV accepted the claim and arranged for their contractor to assess the damage and carry out repairs.

Mrs Y was sent a copy of her options for the replacement glass and it was agreed that the contractor would carry out a like for like replacement using the existing aluminium frames. Mrs Y was initially told that the repairs would be carried out at the beginning of January 2022. However, due to delays which LV accept responsibility for, this date was pushed back to the end of January 2022 – and then the end of February 2022 due to difficulty obtaining the glass. Mrs Y complained to LV about the delays and LV paid £250 compensation.

LV then agreed that Mrs Y could appoint her own contractor to carry out the repairs as she thought this would be quicker. She asked them to fit the same glass that LV were going to fit. Following a further complaint about cost, LV agreed to cover Mrs Y's contractor's costs in full.

In April 2022 Mrs Y contacted LV to report that there were problems with her new patio door. She was having difficulty opening and closing the door and it didn't close flush like it used to. Mrs Y's contractor said that improvements in glass specification meant that the new glass was too heavy for the original frame and that they couldn't have known this before the glass was installed. To resolve the problem, Mrs Y would need a new patio door set at a cost of approximately £1,700. Mrs Y asked LV to cover this cost, but they said that as Mrs Y had appointed the contractor, they were not responsible for putting right the repairs. Mrs Y complained to this service. Although Mrs Y didn't raise the problems with the patio door as a separate complaint with LV, they agreed that we could consider the complaint in order to avoid further delay for Mrs Y.

Our investigator recommended that Mrs Y's complaint be upheld. He said that Mrs Y had only used her own contractor because of LV's delays and her contractor had carried out the repairs in the same way that LV were going to. He thought it was fair for LV to therefore put things right, including a new door set and frame if this was required.

LV didn't agree but accepted that they should have discussed the weight of the glass with Mrs Y and offered £250 compensation. However, they said that the problem had only arisen as Mrs Y chose heavier glass, and that Mrs Y's contractor shouldn't have fitted the glass if the frame wasn't suitable. They said Mrs Y's contractor should put things right.

Upon further enquiry LV accepted that the glass fitted was the same glass that they had intended to fit and that it was a heavier modern equivalent of Mrs Y's original glass. They said they had not anticipated any problems with the operation of the door once the new

glass was installed.

Mrs Y wasn't happy with LV's offer as it wasn't enough to put things right. Our investigator looked at the new information but didn't think it changed his view as Mrs Y's contractor had only carried out repairs in the same way that LV had intended to. LV didn't agree that the repairs were their responsibility and asked for the matter to be considered by an ombudsman.

### **My provisional decision**

On 16 August 2022 I issued a provisional decision. I said:

*"Mrs Y originally complained about LV's delays arranging the repairs and that LV wouldn't cover the full cost of her contractor. These issues have been resolved and Mrs Y accepted £250 compensation for the delays and LV reimbursed Mrs Y for her contractor's costs. I will therefore focus on the problem that has now arisen with the repairs.*

*If an insurer chooses to settle a claim by repairing damage but the consumer wants to appoint their own contractor, the consumer is usually responsible for the contractor if things go wrong. But we would expect the insurer to make that clear to the consumer so that they can make an informed choice about their options.*

*LV accept that they didn't do this. They say they don't advise customers of the consequences of using their own contractors. I don't think that's a fair approach. Mrs Y was happy to use LV's contractor as she was told it was the quickest way to get the repairs done. However, following the delays and a conversation with LV, Mrs Y was advised that she could instruct her own contractor. I think it would've been reasonable for LV to have advised Mrs Y of the consequences of using her own contractor, ie that if things went wrong LV would not be responsible. Without this information, Mrs Y was not able to make an informed choice about whether to appoint her own contractor and accept the risks or wait for LV's contractor to carry out the work.*

*LV and Mrs Y's contractor both agree that new glass specifications meant that there was no exact replacement for the original glass. What was installed was the closest match. So I think that the problems with the door would likely have arisen whoever carried out the repairs – and that Mrs Y hadn't specifically chosen a heavier glass. She asked LV for a like for like replacement – and wasn't advised that the new glass would be heavier.*

*When carrying out repairs, we expect insurers to carry out effective and lasting repairs. We think this is fair even if this means the insurer has to carry out work on things which were not specifically part of the claim, ie uninsured damage - provided the work is necessary and comes about as a direct result of carrying out the repairs.*

*The problem with Mrs Y's door now seems to be that the new glass is too heavy for the original frame. The aluminium frame is set into a wooden subframe which LV's contractor said was in below average condition but was functional. LV's intention was only to replace the glass as this was the only part of the door that was damaged in the break in. However, if repairing uninsured damage such as the frame and subframe was necessary to carry out effective and lasting repairs, I would've expected LV to replace these too.*

*Mrs Y says that there were no problems with the door before the break in. Mrs Y's contractors also confirmed that the door was functioning properly before the glass was replaced. I'm therefore satisfied that the problems with the door have only arisen as a result of the new heavier glass. I therefore think it fair that the repairs should include whatever is necessary to ensure the door works as it should.*

*The question then is – who should now complete these repairs? I agree with our investigator and think that LV should take responsibility. I appreciate that they didn't carry out the initial repairs, but I'm satisfied that Mrs Y only instructed her own contractor because of the delays carrying out the repairs. She also wasn't made aware of the risks of doing so. Mrs Y was originally happy to use LV's contractor, and wouldn't have used her own if things had run smoothly. LV accept they were responsible for some of the initial delays, and I think it was therefore reasonable for Mrs Y to instruct her own contractor who said that he could carry out the work more quickly.*

*LV say that Mrs Y's contractor should have anticipated that there might be a problem and not installed the heavier glass. However, I don't think LV had anticipated that there would be such a problem either. They had certainly not discussed this with Mrs Y. They had inspected the door and were intending to replace just the glass. I've also seen nothing in their notes to suggest that they had concerns at the time. They have since said that they should have made Mrs Y aware of the additional weight of the glass and would have asked her to sign a disclaimer, but I think it's unlikely that this would have absolved them of their responsibility to carry out effective and lasting repairs. I don't think therefore that Mrs Y's contractor did anything differently to what LV were going to do. They did what they were asked to do by Mrs Y – who based her instructions on what LV told her they were going to do. As Mrs Y was expecting LV to cover the cost of the repairs, I think it was reasonable for her to be guided by the specifications she had received from them.*

*So, bearing all the above in mind, I intend to uphold this complaint. I think it reasonable for LV to inspect the patio door and carry out whatever work is necessary to ensure an effective and lasting repair, including replacing the aluminium frame and/or wooden subframe if necessary.*

*I have also considered the issue of compensation for distress and inconvenience. I think that LV could have handled the repair issues better and I think that Mrs Y has been caused worry and upset as a result. LV were aware that Mrs Y was a vulnerable customer and that she suffered from extreme anxiety. Since April she has been left struggling to operate her patio door due to her physical health problems and this must be causing her additional distress. LV have offered Mrs Y a further £250 compensation (on top of the £250 compensation she accepted for the delays) and I think this is fair."*

### **Responses to my provisional decision**

Mrs Y and LV both accepted my provisional decision with nothing further to add.

### **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 that neither part has provided any new information, my final decision and reasoning remains the same as in my provisional decision.

### **My final decision**

I uphold this complaint and require Liverpool Victoria Insurance Company Ltd to:

- carry out an effective and lasting repair to Mrs Y's patio doors, including replacing the aluminium frame and wooden subframe if considered necessary; and

- pay Mrs Y £250 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Y to accept or reject my decision before 22 September 2022.

Elizabeth Middleton  
**Ombudsman**