

## **The complaint**

Mr M has complained that Liverpool Victoria Insurance Company Limited (LV) will not put right what he says are previous poor repairs which is causing water ingress into his home.

Mr M previously made a claim under his home insurance policy for storm damage to his roof.

## **What happened**

Mr M made a claim to LV in December 2021 for damage to his home caused by a storm. LV accepted the claim and arranged for repairs to be done to Mr M's roof.

Mr M contacted LV as water continued to ingress into his home and it was accepted that the repairs hadn't been carried out to a satisfactory standard, so rectification repairs were done.

Six months later Mr M contacted LV as water was ingressing from the same area into his home. A contractor appointed by LV provided a report recommending repairs to the same area.

However, LV said the damage wasn't caused by an insured event and wasn't due to previous poor repairs.

Our Investigator said that on balance, it was more likely than not that the previous repairs hadn't been completed satisfactorily. So he recommended LV arrange for the repairs set out by its appointed contractor to be completed. And for the distress and inconvenience caused by its decision not to do this sooner, he recommended LV pay Mr M £100 compensation.

Mr M accepted the Investigator's findings. LV didn't agree. It says the damage isn't related to an insured event or previous repairs. So the case has been passed to me to decide.

## **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 the timeline, the area of damage and the lack of evidence as to any pre-existing damage when previous repairs were carried out, I think on balance the water ingress is as a result of inadequate previous repairs for a claim Mr M made in 2021. I can see from the most recent report that the recommended repairs are of the same nature as previous repairs, but recommending 'deeper' rattle into the walling to secure new lead flashing onto the area and secure down over the tiled area.

I haven't seen anything to show me that these repairs amount to betterment for Mr M, as LV says. The purpose of insurance is to indemnify a customer's losses from an insured event - and to ensure repairs are effective and long lasting.

So I'm upholding the complaint and my remedy is set out below. Mr M doesn't want a cash settlement as he wants LV to repair the damage in line with his original claim under the policy.

I think LV's decision has caused Mr M unnecessary distress and inconvenience. I think a fair compensation award for this is £100, which Mr M accepts.

### **My final decision**

My final decision is that I uphold this complaint. I require Liverpool Victoria Insurance Company Limited to arrange for repairs to be carried out in line with the report provided by its appointed contractor dated 28 June 2023. It should consider any associated damage that has occurred as a consequence of not arranging rectification repairs at this time.

If Liverpool Victoria Insurance Company Limited settles the claim by way of a cash payment, it should pay interest on the cash settlement at a rate of 8% simple interest a year from the date of the contractor's report to the date of settlement.

Pay Mr M £100 compensation 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 M accepts 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 Mr M to accept or reject my decision before 22 February 2024.

Geraldine Newbold  
**Ombudsman**