

The complaint

Mr R complains about the handling of his claim for storm damage by Liverpool Victoria Insurance Company Limited (LV), under his home buildings insurance policy.

What happened

In 2021 a storm caused damage to the roof of an outbuilding on Mr R's property. He made a claim to LV, and it arranged for the repairs. Mr R wasn't satisfied with the design or quality of the repairs. He also says the contractors damaged his garage roof, removed a granite headstone without permission, and left waste on his property. Mr R says his property is listed and LV didn't take this into account when arranging the repairs.

In its complaint response dated 25 October 2022 LV says its contractor didn't think the repairs were poor quality but did agree to fix some loose screws and foam inserts that had fallen out. It acknowledged the design of the new roof differed from the original, and that a headstone had been removed. It says the headstone was removed to allow for the design of the new roof.

LV says it was established after the repairs were completed that the building has a grade two listing. This meant the design should've been approved with the assistance of a conservation officer. LV says it is looking into whether the listing extends to the damaged outbuilding. Once the outcome is known it says its contractor will be advised of what needs to be done.

In its complaint response LV says that if the outbuilding forms part of the listing there is a possibility the roof will have to be removed and refitted as per the original design. If this isn't the case some remedial work will still be required. This is to include brick works on the gable, foam insert repairs and an additional length of sheeting will be added to the roof to create an overhang as per the previous design.

LV says as steps have been taken to address these issues, it's in a position to resolve Mr R's complaint. It paid him £500 compensation plus £100 for the delay in responding to his complaint.

Mr R didn't think he'd been treated fairly and referred the matter to our service. Our investigator didn't uphold his complaint. He says LV had agreed to put things right for Mr R and paid him compensation for the failings in how it handled his claim. He thought this was fair.

Our investigator issued a further response in October 2023. In this response he commented on some issues that hadn't previously been addressed. This includes damage to Mr R's garage roof. He didn't think there was evidence to show this was caused by LV's contractors. In relation to the removal of a headstone, our investigator says it's appropriate that LV's contractor should agree a way forward with Mr R, when they were back on site. He says LV had confirmed this would be done.

Regarding waste left on site, our investigator didn't think there was evidence to show that

LV's contractor was responsible. He maintained his view that LV had done enough to put things right. He says if after remedial work was carried out Mr R was still dissatisfied he could raise a further complaint.

Mr R wasn't satisfied with this outcome and asked for an ombudsman to consider the matter.

It has been passed to me to decide.

I issued a provisional decision in January 2024 explaining that I was intending to uphold Mr R's complaint. Here's what I said:

provisional findings

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'm upholding Mr R's complaint. Let me explain.

Mr R says the replacement roof doesn't resemble the previous roof. He says the sheeting overhang doesn't extend far enough to allow rainwater to drain off. In addition, the roof isn't watertight as there are a number of gaps between the wood fastenings. Mr R also says the roof doesn't support the building correctly, as it isn't fixed to the gables as it should be. He says the gable walls have loose stones as do the side walls, which could fall and cause injury. Mr R says the contractor hasn't removed nor replaced a water drain off skirt on the garage side of the building.

I can see that Mr R is concerned that coping stones on the gable ends of the building haven't been cemented in place. He says that this can't easily be resolved as pointing the gable ends will require removal of part of the roof.

It's accepted by LV that Mr R's property is a listed building. So, it's appropriate that it takes steps to understand whether this extends to the outbuilding and whether further remedial repairs are required. The outcome of these enquiries will determine what work is needed. This may be to reinstate the roof in line with the requirements of its listed status. But even if this isn't required, it has been acknowledged by LV that remedial work is still required as a result of defects with the original repairs.

I can see that LV's contractor commented on each of the issues Mr R raised. As mentioned above, it says the stone figurine had to be removed to allow the installation of the new roof. How this is to be re-affixed is dependent on the outcome of the further enquiries into the listed status of the outbuilding. I agree with Mr R that this should've been discussed with him before the figurine was removed. A solution to resolving this issue needs to be agreed. If Mr R isn't satisfied with the remedial action taken, he can submit a complaint to the business. As our investigator explained, if he's not satisfied with the outcome he can then ask our service to consider the matter.

LV's contractor says Mr R's outbuilding has bowed walls. This is a contributing factor to the inadequate overhang of the new roof. It says the loose stonework Mr R refers to is due to the age of the building and is a pre-existing, non-claim related issue. The contractor also says there was pre-existing damage to the garage roof. The records indicate photos were shown to Mr R to demonstrate this point. In relation to waste being left on site, the records show the contractor refuted this was left by its workers. It says the site was cleared of all waste apart from some granite stone that Mr R had asked to be left.

My consideration of Mr R's complaint is up to the point when LV's final complaint response

was sent in October 2022. This is because under the Financial Conduct Authority (FCA) dispute resolution or DISP rules, I'm only able to consider a dispute if it has been raised with the regulated business first. If Mr R isn't satisfied with LV's response to subsequent complaints, he can ask our service to consider this separately.

Having considered the evidence, it's clear there were quality issues with the repairs carried out to Mr R's roof. The photos show foam inserts that have come away and need re-fixing. There are also images showing loose fixings that are used to attach the roof in position. In addition, it's apparent that the roof doesn't overhang correctly. As Mr R points out this has meant rainwater isn't draining off the roof as it's intended to.

I've seen a photo of LV's contractors using wooden planks to walk over the garage adjacent to the damaged outbuilding. But although I've considered the information provided, I haven't seen evidence that demonstrates damage was caused by LV's contractor.

I can understand Mr R's frustration with LV's handling of his claim. It wasn't clear as of October 2022 whether the approach would be to repair the defects with the replaced roof. Or whether the roof was to be removed and replaced according to listed status requirements. But irrespective of the outcome of LV's enquiries into the listed status of the outbuilding, further repairs are still needed due to the defective initial repairs.

I've looked at Mr R's "Statement of Insurance" document. This clearly states that his property is grade two listed. LV doesn't dispute that it knew about this prior to Mr R making his claim. However, it failed to take this into account when instructing its contractor. Either that or its contractor failed to consider whether the listed status extended to the outbuilding when carrying out repairs. In either case LV is ultimately responsible for arranging appropriate and effective repairs. The uncertainty about whether the roof of the outbuilding will need replacing again, has clearly caused Mr R inconvenience and some distress. I think this could've been avoided had more care been taken prior to the initial roof repairs taking place.

I think the action plan set out in LV's complaint response is appropriate. I also agree that it was reasonable for it to offer a compensation payment given the issues discussed. But I think there's scope to increase the payment it provided in these circumstances. Given the defective repairs, poor communication, and ongoing uncertainty around the roof, when also considering the listed status of the building, I think a total compensation payment for £750 is fair here. This is in addition to the £100 compensation LV paid for its delayed complaint response. Complaint handling in itself isn't a regulated activity. So, this isn't something I can comment on.

I said I was intending to uphold Mr R's complaint and LV should pay him a total of £750 in compensation.

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

LV accepted my provisional decision.

Mr R responded with documents from his local council planning website. He says these documents show the outbuilding is listed. In addition, Mr R says he hasn't seen any photos that suggest his garage roof was damaged prior to LV's contractors walking on it. He also disputes that debris was cleared up by the contractor.

With his response Mr R provided some photos from inside his outbuilding. These show straps fixing the roof to the walls. Mr R points to an absence of mortar holding coping stones and says these are out of place.

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'm not persuaded to change the outcome set out in my provisional decision. Let me explain.

I've carefully considered the photos and documents Mr R provided. However, the business is required to put forward an action plan to ensure repairs are carried out effectively considering the relevant listed building rules. I'm satisfied that in doing so LV will have fulfilled its obligations in relation to Mr R's claim. The photos and documents supplied don't impact on this.

I note what Mr R says about his garage roof. But I haven't seen evidence to persuade me that LV is responsible for damage to this part of his property. Similarly, I've seen no further evidence to show that LV's contractors left waste on site. I won't be changing my provisional findings in light of these points.

I don't dispute what Mr R says about coping stones and the strapping used to fix the roof to the outbuilding. But I'm satisfied that the remedial work LV is to arrange will ensure an effective repair is carried out.

My final decision

My final decision is that I uphold this complaint Liverpool Victoria Insurance Company Limited should:

- pay Mr R £750 compensation, in total, for the inconvenience and distress it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 March 2024.

Mike Waldron
Ombudsman