

The complaint

Mr K and Ms M complain about Liverpool Victoria Insurance Company Limited (LV)'s handling of their buildings insurance claim.

All references to LV also include its appointed agents.

Ms M has brought the complaint on behalf of her and Mr K, so I will refer to her below.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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.

I'm aware I've summarised this complaint in far less detail than Ms M and LV. I want to assure all parties that I've considered all of the submissions made but my findings will focus on what I consider to be the central issues to this complaint. No discourtesy is intended by this.

Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Having done so, I uphold the complaint for these reasons:

Falls in the drain

- Following the repairs which included installing the liner, Ms M continued to experience issues with the drains.
- LV accepted it should have notified Ms M about a potential issue with the falls in the drain sooner– but it said itself it didn't do so until early 2023 – when issues had been ongoing with the drains for around two years.
- However, LV also said the issues with poor falls would have been clear to Ms M as early as its first visits in 2021. I've reviewed all the reports and job audits it provided from when it attended the property. But I can't see anything that persuades me the falls were specifically mentioned before 2023 – or Ms M was made aware of its opinion the pipe work was defective.
- LV said video surveys of the drains show consistent levels of water building up in the system, which also point to this issue. But I'm not persuaded this specifically shows me there were clear issues with the falls. If it did, why wasn't this reported to Ms M at the time? Instead, other repairs were carried out. Further to this, LV said separately the issue with the falls would have only become apparent later when all other issues

identified with the drainage had been carried out. So, it has also not been clear on its position here.

- The drainage contractor instructed by Ms M (“A”) said there were issues with LV’s repair and has specifically commented on the liner and expanded on this in further correspondence to say it wasn’t fitted correctly by LV – and this has caused a lip. A has subsequently carried out work to excavate and replace the liner. Ms M has since said no further issues have occurred and I’ve not seen any evidence work has been carried out to rectify issues with poor falls or to relay or realign pipework – which is what LV have said was the issue.
- Based on the information available I’m not persuaded it has been established the further issues with the drains following LV’s repairs are due to poor falls. A has provided an opinion the liner wasn’t installed correctly by LV, and I’ve not seen anything that persuades me this is wrong.
- Additionally, as I’ve set out above. I don’t agree LV made Ms M aware of the falls issue early in the claim, and it hasn’t provided any evidence to support this. While I can see from its job reports it has mentioned regular maintenance, it isn’t clear what it means by this – I’ve not seen anything that persuades me this specifically meant the installation of the pipework or poor falls.
- In addition, as Ms M kept experiencing the blockages following LV’s works, she had to engage an emergency plumber in 2022 to remove a blockage. Considering what I set out above, I think if the issue with the defective liner hadn’t existed, it’s likely this wouldn’t have been required. So, I think it’s reasonable LV should reimburse these costs.

Tree roots

- Root ingress has also been identified in the drains in close proximity to drains LV repaired in 2021 – in which root ingress was also identified.
- I can see from the layout of the drains in diagrams, the drains are in close proximity to one another. Through a CCTV survey of the system A says it identified mature roots in the second drain – indicating they’d been there for some time.
- While I wouldn’t expect LV to carry out inspections of every drain, I do think given the close proximity of the drain and reported maturity of the roots, I think it’s likely these were present at the time of the previous claim. And it would’ve been reasonable for LV to have inspected this drain at that point too. The issue would’ve likely been discovered and included in the previous claim. So, I don’t think it is fair or reasonable for LV to treat this as a separate claim.

I can see Ms M has had to contact LV on several occasions, particularly when issues continued following repairs. I can see she has been impacted having to arrange for matters to be put right herself – and I can see she has detailed in her correspondence the stress matters have caused her and Mr K. However, I consider the compensation recommended by our Investigator is a fair reflection of the distress and inconvenience caused to Mr K and Ms M by LV’s actions, so I make no further award here.

So, for these reasons, I uphold this complaint.

Putting things right

To put things right LV should:

- Reimburse Mr K and Ms M for the cost of the investigations carried out by A and the subsequent repairs. LV can ask for suitable proof of these costs if it requires – such as invoices (although I'm aware invoices have already been provided to LV).
- Any amount paid to Mr K and Ms M should also include 8% simple interest. LV should calculate this from the date of the invoice to the date it makes payment to Mr K and Ms M.
- Reimburse Mr K and Ms M for the cost incurred in 2022 for the blockage removal.
- Any amount paid to Mr K and Ms M should also include 8% simple interest. LV should calculate this from the date of the invoice to the date it makes payment to Mr K and Ms M.
- Reimburse the excess fee for the second claim and remove the claim on any relevant databases. LV should then recalculate its premiums to reflect this and refund any overpayment if this adjusts the premiums.
- Any amount paid to Mr K and Ms M should also include 8% simple interest. LV should calculate this from the date of the invoice to the date it makes payment to Mr K and Ms M.
- Pay Mr K and Ms M £250 compensation for the inconvenience its actions have caused.

My final decision

My final decision is that I uphold Mr K and Ms M's complaint.

To put things right I direct Liverpool Victoria Insurance Company Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Ms M to accept or reject my decision before 5 September 2024.

Michael Baronti
Ombudsman