

The complaint

Mr and Mrs M complain that Liverpool Victoria Insurance Company Limited ('LV') unfairly rejected a claim under their buildings insurance policy.

Both Mr and Mrs M are named policyholders on their LV policy, so any claim or complaint is brought by them both. But for simplicity, and because most of the information about the complaint has been provided by Mr M, I'll refer mainly to Mr M from here onward.

What happened

Mr and Mrs M had home insurance with LV. In February 2021, falling ice damaged the polycarbonate roof of their conservatory. Mr M made a claim on his insurance.

LV accepted the claim and appointed its contractor (who I'll refer to in my decision as 'D') to repair the roof. Five of the roof panels were damaged and would be replaced under Mr M's insurance. Mr M also accepted D's recommendation to replace the other five panels given their age, and he paid for these himself. D replaced all ten roof panels in March 2021.

Mr M contacted LV multiple times between October 2021 and March 2023 to report leaks following D's work. He said the panels were badly fitted and didn't overlap the guttering. This meant rainwater dripped down the windows instead of the guttering and leaked into the conservatory. He says two different fitters told him this was because the panels were cut too short, however D didn't replace them despite promising to do so. He says D visited his home "*at least eight times*" between October 2021 and March 2023 but failed to fix the problem.

In May 2023, D's quality and technical manager assessed the roof. He found:

- The cill wasn't correctly levelled and was "*considerably wavy*".
- The roof bars and panels followed the cill contours so were uneven.
- The starter bar fitted to the parapet wall wasn't toe capped.
- Rainwater was draining poorly because of the uneven roof bars.
- Lead flashing at the rear was tucked behind the cladding and "*not chased in*".
- Lead flashing on the parapet wall wasn't installed using best practice.

He told Mr M the water leaking into the conservatory wasn't caused by D's repairs but was because the roof system had been poorly installed by the original contractors.

D sent his findings to the roof system manufacturer. It agreed with D's findings and added its concerns about the dwarf wall and frames, lead flashing, and drainage. It concluded: "*this is a poor installation and not one I would expect from a reputable installer.*"

In September 2023, LV told Mr M there was nothing more it could do and closed his claim. Mr M was unhappy with this and complained to this service. He says, in summary:

- He's lived in his home for 20 years and never had a problem with the conservatory roof before this claim.
- The problems with the roof only stated after D's repairs.

- Why did it take D more than two years to discover the original installation was to blame?
- Why did D try to fix the roof if it wasn't their poor workmanship that caused the problem?

He wants LV to replace the conservatory roof.

Our investigator didn't recommend that Mr M's complaint should be upheld. She thought the reports from D and the manufacturer were persuasive. She was satisfied that these reports showed the ongoing problem with the roof was due to incorrect installation by the original contractor. She thought LV had acted reasonably by declining the claim.

Mr M disagreed with our investigator, so the case was passed to me.

My provisional decision

I issued a provisional decision on this complaint on 17 October 2024. I said:

"First, Mr M has made several points about why he believes LV's decision was unfair. I've looked at everything he's submitted, including his photos and videos, but I don't think I need to comment on each point to reach the right outcome. I've focused instead on what I think are the key issues. Having done so, I'm minded to uphold the complaint in part.

LV's contractor ('D') explained that the roof system is an aluminium structure with a series of roof bars. The roof panels can be slid in and out of these bars without disturbing the structure itself. So the ice-damaged panels could be replaced by simply removing the guttering and caps, and sliding in new panels. Given this simple structure, I wouldn't expect any problems with the repairs and D told us it carries out this type of work "daily".

However, there have clearly been serious problems since the roof panels were replaced. Mr M says his videos and photos show the roof panels were cut wrongly and to different lengths, caps were left hanging off, and guttering didn't fit in its bracket. He says all this was work done by D.

He supplied two statements to support his position. The first, in August 2023, was from the contractor that originally installed the roof:

"I feel that this roof was fit for purpose when 1st fitted in 1999. I now feel that this is not fit for purpose due to roof panels being replace and then taken of the caps over four times has disturb the original lead and not been replace all caps need replacing and all lead replace but as the roof is so old it well require a complete new roof as I can not souse new caps." [sic]

The second, in January 2024, was a short report from his own expert:

"Since the repair it leaks in 4 places, the roof sheets have been cut too short in their length, so that water runs down the front of the conservatory externally instead of into the guttering.... In my opinion the roof at this property needs to come off and be completely renewed as it will always be a problem in its current state."

LV disagrees. It says the manufacturer supports D's findings that the ongoing issues are related to the poor installation of the roof system in 1999, not D's repairs.

On balance, I think D's report is more persuasive. It explains why the replacement roof panels didn't fit correctly and why D's attempts to repair this failed. Importantly, D's findings

are supported by the roof system manufacturer. The manufacturer has given more details about why it agrees the system was poorly installed.

Both statements from Mr M say the roof system should be completely replaced. However, Mr M's expert said the roof panels were too short and his contractor said he couldn't source replacement parts. Given how the roof structure is designed, I don't see why new caps and new panels should necessitate a whole new roof structure. I don't accept the contractor's suggestion that D replacing the roof panels caused the structure to fail, because the system is designed to allow panels to be easily replaced. I think these statements support D's position that there's a fundamental problem with the original roof system.

I don't think Mr M's January 2024 report is detailed enough to persuade me D's position is wrong. The only part of the report I haven't quoted above is a line about his expert's professional experience. For example, it doesn't set out the problems with the roof (apart from the short panels), address D's/the manufacturer's list of failings, or show why D is to blame for the leaks.

On balance, I'm persuaded that there were problems with the original roof installation. Replacing the damaged panels should have been straightforward. I accept that the major problems identified by D and confirmed by the manufacturer were linked to the original installation. I'm satisfied that these problems were so severe that they could not be corrected.

In my opinion, the evidence shows that these problems are due to poor workmanship by the original contractor. That means they're not covered by Mr M's insurance, as set out in page 9 of his policy booklet: "We will not pay for... faulty design, materials or poor workmanship" ('General exceptions'). So I don't think LV should be liable for replacing the conservatory roof.

Having said that, I have concerns about D's work. D replaced the ten roof panels in March 2021. The fitters note of that visit shows they were at Mr M's home for about eight and a half hours. Given the severity of the problems set out in D's report, I'm surprised the fitters didn't spot the problems with the roof structure at this time.

D was first called back to review the work in October 2021. Its quality and technical manager concluded the problem was due to the original installation in May 2023. I don't understand why it took D 18 months and multiple repairs before it identified the underlying problem.

We asked LV about this. It referred our questions to D. D acknowledged "an unusual[ly] high number of remedial visits" but didn't say why it took so long to find the roof had been badly installed. It said it "did help with some of the pre-existing issues as goodwill" and referred to the manufacturer's September 2023 response to its report. We also asked LV for the dates D attended and its notes of each visit. It didn't provide this.

We asked LV how Mr M's roof could have remained watertight for over 20 years if it hadn't been installed correctly. It said: "It is very unlikely that the roof did not leak prior to the insured event/our works, with all these original installation issues present."

D highlighted a comment in the March 2021 fitters note: "Customer mentioned existing roof was leaking in 3 different places." D said five of ten sheets were punctured, and the inner layer remained intact. Its view is that Mr M's comment showed there were earlier leaks unrelated to the ice damage. I don't think this is a reasonable reading of the note. In my opinion, it's much more likely this comment referred to the three holes Mr M found, as per his original claim, rather than any historical issues.

D's argument means Mr M was aware of leaks in his roof for up to 22 years but didn't make a claim on his insurance. I don't think it's realistic to think Mr M was aware of leaks and ignored them. I accept his evidence that the leaks only began after D's attempted repairs.

I don't think it should have taken D over two years to realise the roof system needed to be replaced. LV hasn't given a satisfactory explanation for this. This meant LV subjected Mr and Mrs M to more than two years of unnecessary repairs. I think Mr M's videos and photos show that D's attempts to repair the problem have, in some areas, made things worse.

This undoubtedly caused Mr and Mrs M significant inconvenience and distress, and I think LV should compensate them for this. I've thought about the awards this service makes in similar circumstances. Having done so, I think LV should pay Mr and Mrs M £800.

Mr and Mrs M are also out of pocket because they paid for the five undamaged roof panels to be replaced in March 2021. I think it's reasonable to conclude they wouldn't have done this if they'd been told the roof system needed to be replaced. This means I think LV should refund the amount Mr M paid for these five roof panels, plus interest. LV can reasonably ask Mr M to provide evidence of the exact amount he paid, such as a receipt from the supplier or a bank statement showing the payment."

Responses to my provisional decision

Both parties agreed with my provisional decision and had no further comments.

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 both parties accepted my findings and neither submitted new evidence, I see no reason to change my provisional decision.

My final decision

My final decision is that I uphold the complaint for the reasons set out in my provisional decision. I order Liverpool Victoria Insurance Company Limited to:

- Pay Mr and Mrs M £800 to reflect the inconvenience they suffered because LV's contractor's failed to identify the underlying problems with the roof system for more than two years.
- Repay the sum Mr M paid for the replacement roof panels in February or March 2021, plus interest at 8% simple per year from the date he paid it to the date of settlement.

If LV considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs M how much it's taken off. It should also give Mr and Mrs M a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 21 November 2024.

Simon Begley
Ombudsman