

## **The complaint**

Miss S complains about Liverpool Victoria Insurance Company Limited's ("LV") handling of her claim for internal water damage that she made on her buildings insurance policy.

## **What happened**

In November 2022 Miss S made a claim on her LV home insurance policy. A storm had caused external and internal damage to her property – to the roof and kitchen.

The claim was accepted and LV paid Miss S 50% of the roof repair costs given the way she owned her property. LV explained if the roof repair solved the issue of water ingress it would consider the damage to her kitchen under the accidental damage cover on the policy. LV said if the water ingress wasn't resolved by the roof repair then it wouldn't be able to accept the claim for the kitchen damage. This is because LV considered that damage to be maintenance related – so not covered by the policy.

In October 2023 Miss S told LV the roof had been repaired and so wanted her kitchen to be repaired. LV instructed a surveyor to attend the property. The surveyor reported the roof repair hadn't addressed the water ingress and said the problem was penetrating damp resulting from a lack of maintenance. So LV declined the claim since the damage wasn't caused by an insured peril.

Miss S didn't agree and so complained to LV. She said the surveyor had indicated the work would be covered by the policy and she wasn't happy LV declined the claim. Miss S felt the roof repair had dealt with the water ingress and the reason for the damp was due to the weather at the time of the inspection.

LV said it had cash settled Miss S' roof repair claim so she could arrange for a new bonnet hood pot to be fitted. It said if that solved the ingress then it would consider internal damages to the kitchen area under the accidental damage section of the policy. But if the water ingress didn't resolve the problem then the issue would be considered maintenance related and therefore not covered by the policy. So LV declined Miss S' complaint.

Miss S remained dissatisfied so referred her complaint to this service. Our investigator looked into things for her and upheld the complaint. He said the external repairs stopped the water ingress and so the internal works should be considered under the accidental damage section of the policy. He said he didn't think LV fairly considered the internal work. As a result of the internal damage Miss S didn't have full access to cooking facilities and so the investigator recommended an award for distress and inconvenience of £750. He said LV should complete the necessary internal repairs.

LV didn't agree. It said on the surveyor's second visit there were high moisture readings and provided pictures to show the condition of the roof – there were damp marks on the render, cracks to the chimney breast, along with vegetation around the chimney. This allowed water to ingress gradually and is therefore excluded on the policy.

So our investigator reviewed matters again. He said since the external works didn't fix the issue, there was evidence of gradual water ingress and that caused damage to the property and so it wasn't covered on the policy. Miss S didn't agree. She said the external repairs worked and resolved the leak so the internal repairs should be completed.

Since Miss S didn't agree the complaint has been passed to me for a 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.

Having done so, whilst I'm very sorry to disappoint Miss S, I think the investigator has reached a fair outcome here. So, I don't uphold this complaint and I'll explain why.

I'd like to reassure Miss S that while I've summarised the background to her complaint, I've carefully considered all she has said and sent us. In this decision though, I haven't commented on each point she's made and nor do our rules require me to. Instead I've focused on what I think are the key issues.

It is for the policyholder to demonstrate to their insurer that they have suffered an insured loss. If they can do this then, generally speaking, the insurer should pay the cost of the claim in line with the policy terms and conditions, unless the insurer can reasonably rely on a policy exclusion which shows it doesn't need to.

LV has said Miss S's claim isn't covered by an insured event, and that the damage occurred gradually as a result of a lack of maintenance. So I've reviewed the policy to see what cover it provided. The policy says, "*our home insurance doesn't cover every day wear and tear, e.g. slipped roof tiles or if your carpets become worn*". The policy also says, "*we will not pay for any claim arising from anything which happens gradually including deterioration or wear and tear, settlement, or shrinkage*".

When considering Miss S's complaint I've relied on the expert opinions provided by both parties. I understand Miss S strongly believes the water ingress was resolved by the roof repair and therefore the internal damage should be covered by the policy.

LV obtained a report from its surveyor to validate the claim. The report confirmed, "*the same area in the kitchen that was originally identified is still wet. The chimney breast wall is saturated. If the repair to the chimney that was identified was the cause of ingress, then the internal wall would be dry by now. As it is still soaking wet means that the chimney clay bonnet hood that was replaced was not the cause of the damage.*"

The report goes on to say, "*the ingress of water is clearly still on-going and the roof is suffering from wear and tear/lack of maintenance. The internal damage is gradual and has been on-going since before December 2022.*"

Miss S says the internal wall was wet because of the weather conditions – that the bricks are porous and do retain moisture especially when rain has been constant and saturating the brick. At the time of the visit there had been two or three weeks' worth of rain. LV has said, based on the information from its surveyor, the water ingress has occurred gradually over time. Miss S has not been able to provide any evidence to support her version of events apart from details of a conversation she had with a damp proof expert.

I've given thought to the evidence but based on the information provided I'm more persuaded by LV's inspection report and photographs. Particularly because Miss S's

evidence doesn't specify the cause of the damp, only what could possibly have contributed to it.

Miss S told LV the repairs to the roof had been dealt with so LV instructed a surveyor to attend her home to validate the claim. Miss S says the surveyor assured her the work would be carried out but I haven't seen any evidence of this. Whilst I don't dispute what she says, there isn't anything to corroborate this. And ultimately LV would assess the claim and decide whether to accept or decline it.

On page 9 under the section headed 'General Conditions' the policy says, "*You or any person in charge of your property must take care to maintain your property in good condition.*"

And given the evidence I can't say LV were unreasonable in declining the claim. The level and extent of damage suggests it occurred over a period of time.

The crux of the matter is that LV hasn't seen anything that shows the internal damage to the property was due to a one-off insured event. I know Miss S says the repair stopped the water ingress and she took steps to mitigate the damage. But I'm also persuaded the damage was caused by the water ingress that continued after the roof repairs were completed. And so isn't covered by the terms of the policy.

So, having considered the expert opinion provided I'm more persuaded by LV's view that the internal damage occurred over a period of time, due to lack of maintenance. I think it was fair for LV to rely on its contractor to help inform its decision. And I don't think it was wrong for LV to decline the claim. It is entitled to do this by the policy terms. So I think it is fair and reasonable for LV to have declined the claim.

Miss S says given the delays, contradictions, and the amount of time she has spent trying to resolve the matter, that compensation is due. I empathise with the position Miss S now finds herself in. But since I don't think LV did anything wrong in declining the claim, I don't think it's fair to ask LV to pay any compensation.

I know Miss S will be disappointed by my decision. However I have looked at whether LV has acted in line with the policy when dealing with Miss S's claim. Having carefully reviewed the terms and conditions I think it has.

### **My final decision**

For the reasons I have given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 20 January 2025.

Kiran Clair  
**Ombudsman**