

The complaint

Mr and Mrs L complain that Liverpool Victoria Insurance Company Limited ("LV") unfairly declined their claim for damage to their garage, under their home buildings insurance policy.

What happened

Mr and Mrs L raised a claim with LV for damage to their garage. They believe the damage was caused by an impact from a lorry. They didn't witness this happening but say this had happened previously. On that occasion the lorry company agreed to fix damage caused to the garage roof. Mr and Mrs L say the most recent damage is to the door frame and surrounding brickwork.

LV arranged for an inspection of the damage. It then declined Mr and Mrs L's claim on the basis that the damage was the result of wear and tear. A second inspection was arranged. But LV didn't change its decision. Mr and Mrs L didn't think this was fair and complained.

In its final complaint response LV say the damage to Mr and Mrs L's garage has been ongoing for some time. It says the previous repairs carried out to the roof were done poorly and guttering was missing end caps, which was affecting the brickwork. LV maintained its decision to decline the claim.

Mr and Mrs L thought they'd been treated unfairly by LV and referred the matter to our service. Our investigator didn't uphold their complaint. He thought the surveyor's findings and photos of the garage, supported LV's view that the damage had occurred over time due to wear and tear.

Mr and Mrs L disagreed with our investigator's findings and asked for an ombudsman to consider their complaint.

It 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.

Having done so I'm not upholding Mr and Mrs L's complaint. I'm sorry to disappoint them but I'll explain why I think my decision is fair.

It's for the policyholder to show that they've suffered an insured loss, flood, fire etc. If they can then, generally speaking, the insurer should pay the claim. This is unless it can reasonably rely on a policy exclusion not to. I've thought about what this means for Mr and Mrs L's claim.

Mr and Mrs L say that a lorry has most likely impacted their garage causing damage. But I note they didn't witness this happening. Their view is based on an earlier incident when they did witness such an event. To understand whether an insured event occurred I've referred to

the available evidence including the surveyor's findings and the photos supplied.

The recent photos of Mr and Mrs L's garage show the roof and timber frame are in a deteriorated condition. The paint is flaking away and there is some algae growth. A section of new roofing felt has been placed over the existing felt. I can see this was in place in the images from 2022. The timber garage doors appear worn and weathered and I can see some scuff marks. I can't see these scuffs on the 2022 images. But I can't say that this clearly evidences a more recent impact from a vehicle. The top two rows of the right-hand brick pillar have separated from the row below, and moved away from the frame of the garage. This isn't the case in the 2022 images, so it has occurred more recently.

I've read the notes relating to the initial inspection by LV's surveyor. It refers to the roof repairs from 2022 not being done correctly. I think this is supported by the poor condition of the roof covering in several areas. The notes say the poor roof repairs have allowed rainwater to ingress resulting in the joists expanding, separating some of the bricks. The surveyor says Mr and Mrs L have wrongly assumed that this was caused by a second impact from a vehicle. It says this is understandable given their previous experience. But the surveyor says the claim should be declined and Mr and Mrs L referred back to the company who carried out the roof repairs.

The notes from the second inspection in July 2024 say the surveyor was shown damage to the right-hand section of the roof and the slanting garage doors. The surveyor refers to street view images available online showing this damage was pre-existing from two years ago. The surveyor describes the current state of the garage doors as "*very worn and weathered*". He says the right-hand side door has come slightly away from the post. He says he can't be sure when this happened. He refers to Mr and Mrs L describing multiple incidents of vehicles hitting their garage.

Having considered this evidence I'm more persuaded by LV's view that the damage to Mr and Mrs L's garage is the result of wear and tear. The damage has developed over time and has been exacerbated by the poor roof repairs. Mr and Mrs L's policy does provide cover for accidental damage, which I think would reasonably include an impact from a vehicle. But I don't think it's been shown that this is the cause of the damage here. The photos show the garage is in a generally deteriorated state. The evidence doesn't support an insured cause is responsible for the damage here.

Under the "*General Exceptions*" section of Mr and Mrs L's policy it confirms that, "*anything that happened gradually including deterioration or wear and tear..*" is excluded from cover. I can understand why Mr and Mrs L believe their garage was damaged by a second lorry/vehicle impact. But I don't think LV treated them unfairly when relying on the policy exclusion it has to decline their claim. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 19 February 2025.

Mike Waldron
Ombudsman