

The complaint

Dr A is unhappy with the service provided by Liverpool Victoria Insurance Company Limited (LV) following a claim made on her home insurance policy for storm damage.

LV is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. LV has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to LV includes the actions of any third party instructed by LV during the course of Dr A's claim.

What happened

In November 2022 Dr A contacted LV to make a claim. Dr A had noticed a leak in the roof of her loft following storm damage. The facts of the claim are well known to both parties. So I haven't repeated them in detail here.

To summarise, the claim was accepted and remedial work completed around February 2023. In April 2023 Dr A contacted LV saying that she'd noticed '*more drips to the ceiling...*' LV asked for its surveyor to attend and inspect the additional damage. This inspection took place in June 2023. The outcome of the inspection resulted in LV informing Dr A that it wouldn't be covering the cost of any additional damage. LV said this was on the basis that its surveyor thought that the damage was more likely than not caused by wear and tear.

Dr A complained about the service provided by LV - mainly relating to the lack of communication from LV over several months, and the decision not to pay anything further for the damage highlighted only two months after repairs had been completed. Dr A decided to pay for the repairs herself at a cost of £5,700.

LV said it had caused a delay in not responding to Dr A's contacts asking for an update about her claim. Because of this, LV agreed to pay Dr A compensation of £100. LV didn't accept Dr A's complaint about paying for the additional damage. Unhappy with LV's response, Dr A brought her complaint to this Service.

The Investigator considered the evidence and said LV must do more to put things right. The Investigator said LV should pay for the repairs, plus interest on this amount from the date it was paid until the date of payment, and compensation of £250 to reflect the delay and impact on Dr A.

LV didn't agree with the Investigator's findings. As the complaint couldn't be resolved it has been passed to me for 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Dr A was told in August 2023 that LV wouldn't be paying for the additional damage. She was told that this has been caused due to wear and tear. And so wasn't covered by the policy. But LV's finding of wear and tear is inconsistent with the findings of the surveyor who initially inspected Dr A's home in January 2023, after the damage had first been reported.

The findings of the surveyor in January 2023 determined that Dr A had a valid claim in line with her policy terms. I think if there was any concerns about wear and tear, this would've been detailed in the surveyor's report at the time. But I can't see that it was.

The evidence I have seen shows that the initial surveyor completed a thorough inspection of the roof when the claim was first reported. I have seen that two site visits were completed. As the first site visit didn't allow the surveyor to reach an outcome on whether the claim should be covered, a second site inspection was completed, during which the roof was successfully inspected. I'm satisfied this visit would've provided ample opportunity to inspect and comment on the condition of the tiles- particularly around any challenges with paying the claim. The surveyor's comments at the time supported a valid claim under the terms of Dr A's policy.

I've also seen that the damage reported in April 2023 was in the same location that was repaired only two months earlier. Dr A said she kept containers in the same place to collect water, in case the repairs hadn't fully resolved the issue. This supports Dr A's testimony about what she was told by the contractors at the time, in them not being sure about whether the repairs would prevent any further water from entering.

On balance, I think Dr A would've likely only taken the precautionary measure of keeping containers in the loft if she'd been led to believe that the repairs might not prevent water from entering. It seems likely that a conversation like this did happen, which would support the actions taken by Dr A. It's unlikely Dr A would've wanted to keep containers in the loft without good reason.

LV says that the rainfall between February 2023 and April 2024 suggests that further damage, unconnected to the initial claim, took place. I don't think the weather reports in themselves make a compelling argument supporting LV's position about the damage being unrelated. LV also hasn't provided any further reasoning to explain how the weather during the months it has provided data for, impacted the claim. Its rationale to Dr A for declining the claim was based on wear and tear only.

LV has provided weather reports for the period March to June 2023. I've seen that LV's reasoning to decline the claim in its final response letter included the period of four months passing before Dr A raised concerns. But that's incorrect. Dr A raised concerns only two months after repairs had been completed. This makes LV's reliance on the surveyor's findings on this point less persuasive.

Ultimately, Dr A reported additional damage only two months after it had happened. On balance, the evidence doesn't support the initial repairs provided an effective and lasting repair. Which is what we'd expect of a repair carried out by a business following a claim.

The findings in August 2023 are also not supported by any evidence apart from the surveyor's brief comments. I would've expected LV to provide additional evidence such as photographs or persuasive reasoning, to support its position on the likely cause of the

damage being wear and tear. In contrast, for the reasons explained, the evidence supporting Dr A's assertions about the initial repairs not being completed properly, is persuasive.

Overall, considering the time between the initial repairs being completed and Dr A noticing further damage, the damage occurring in the same place that previous repairs had been undertaken, and Dr A's compelling testimony about what she was told by the contractors, I'm persuaded that the additional damaged should be covered by LV as part of the initial claim.

In the circumstances it is fair and reasonable for LV to settle Dr A's claim for the additional damage. As this is work that should've been dealt with as part of Dr A's initial claim, the claim should be treated as being dealt with under the same incident.

The investigator recommended LV pay Dr A £250 compensation for the impact on Dr A as a result of the poor handling of her claim. Having considered the claim, I'm persuaded this amount is fair and reasonable, and in line with what this service would direct in the circumstances.

I've seen that even after Dr A raised concerns in April 2023, LV didn't do enough to consider the impact of the leak in Dr A's home. This meant that Dr A had to follow this up with a further email before a site visit was agreed for June 2023. And even after the site visit took place, I can't see that LV took steps to engage with Dr A in good time about the results of the site inspection, and specifically what it would mean for Dr A's claim.

This wasn't confirmed until months later, in August 2023. So LV told Dr A almost four months after she'd raised concerns in April 2023, that it wouldn't be paying her claim. In the meantime Dr A continued to chase LV, causing her stress and inconvenience at a time that she was already upset with the poor handling of her claim, and lack of response from LV about its position on the additional damage.

As the business responsible for managing Dr A's claim, LV should have done more to support Dr A, and stay engaged with the claim. I can't see that it did this. Dr A has had to live in her home with the problem worsening. I'm persuaded the damp conditions have impacted Dr A's enjoyment of her home. I think it's fair therefore for LV to pay compensation in recognition of the upset caused to Dr A because of LV's poor claims handling.

Putting things right

For the reasons set out above, I uphold this complaint. Liverpool Victoria Insurance Company Limited is directed to settle the complaint as follows:

1. Following evidence of payment of £5,700 made by Dr A to repair her roof, settle the claim for the additional damage;
2. Pay 8% simple interest* per year on the payment made under direction (1), calculated from the date Dr A incurred this cost, to the date of payment; and
3. Record the claim as one incident only against Dr A's policy; and
4. Pay Dr A £250 (if any of this compensation has already been paid, Dr A should be paid the outstanding amount only).

*If LV Insurance plc considers that it is required by HM Revenue & Customs to take off income tax from that interest, it should tell Dr A how much it has taken off. It should also give Dr A a certificate showing this if he asks for one, so he can reclaim the tax from HM

Revenue & Customs if appropriate.

My final decision

Liverpool Victoria Insurance Company Limited is directed to settle Dr A's complaint as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Dr A to accept or reject my decision before 28 February 2025.

Neeta Karelia
Ombudsman