

The complaint

Mr and Mrs D complain about the level of service received from Liverpool Victoria Insurance Company Limited (LV) following a storm damage claim under their buildings insurance policy.

Reference to LV include its agents.

What happened

Mr and Mrs D held buildings insurance with LV. They raised a storm claim in 2018, LV accepted it, and appointed contractors to complete repairs. Some roof tiles were broken during this process which needed replacing. Mr and Mrs D have said the tiles replaced didn't match existing tiles, and contractors told them they would after some period of weathering in.

Mr and Mrs D contacted LV in 2022. Despite the time that had passed, the tiles remained a different colour, this caused embarrassment, an eye sore, and needed to be put right.

Mr and Mrs D complained to LV about the way it handled this matter. They said, in brief, LV caused delays, took far too long to replace the tiles, communication was poor, and LV changed the goal posts regarding the method of replacing the tiles. They have said it took them a great deal of effort to get matters progressing, tiles weren't replaced until June 2024, and LV caused them distress, inconvenience, and some impact on Mr D's health.

LV paid Mr and Mrs D £500 compensation for the service issues. It didn't agree to do any further works to the roof as it said replacing non-matching tiles with new matching tiles put Mr and Mrs D in the position they should have been in following the 2018 claim. Mr and Mrs D remained unhappy, so they asked this Service for an impartial review.

The Investigator didn't recommend the complaint be upheld as he thought LV took reasonable steps to resolve this complaint.

Mr and Mrs D didn't agree. They said, in brief, LV's contractors agreed to take tiles from the rear roof, fit these to the front to provide a better match, and fit the new tiles to the rear roof. But LV changed the goal posts later, despite roughly two years of hassle, and they lost out on six years weathering on new tiles. They also didn't think £500 compensation was fair. As they didn't agree, I must decide the complaint.

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 recognise I've summarised the complaint in less detail than Mr and Mrs D presented it. They've raised several points in relation to this matter – I've not addressed each one individually. Instead, I've focused on what I think the pertinent points are. I mean no discourtesy by this; it simply reflects the informal nature of this Service.

Mr and Mrs D told LV the new tiles to replace broken tiles in 2019 didn't match despite the

time gone by, and what contractors had said about them weathering in. Based on the photos I've seen; Mr and Mrs D's concerns were understandable. The tiles appear to be a different colour to existing tiles on the roof. Mr and Mrs D have said the loss of match caused them a great deal of embarrassment for which I am sorry to hear.

They contacted LV to resolve this problem. Unfortunately, things didn't go well, and what followed was a great deal of correspondence between August 2022 and June 2024 when non-matching tiles were replaced. And, as I understand it, because these tiles were new, they also require some time to weather in to provide Mr and Mrs D with a closer match.

I've reviewed what happened over this period. Having done so, I find it's fair to say LV let Mr and Mrs D down here. It ought to have handled matters better, more proactively, and with a more appropriate level of customer service.

Nothing materially happened for a prolonged period, and communication was poor, which left Mr and Mrs D initiating contact, chasing for updates, and for things to happen. I've seen the great deal of effort they had to go to for this matter to progress. And I've no doubt the service failings LV are responsible for caused them distress, inconvenience, and Mr D has also told us about the impact this matter had on his health.

When things did progress, Mr and Mrs D have said LV changed the goal posts, and a call between Mr D and LV in June 2024 didn't go well. Mr D has said he felt threatened by LV and forced into accepting its revised method of settlement.

Mr and Mrs D have said the agreed plan was for contractors to remove tiles from the rear roof, fit them to the front, and fit the new tiles to the rear where the roof cannot be seen. This was, in essence, to assist Mr and Mrs D with achieving a closer match to the front roof sooner than the new tiles would have given them. LV however told Mr D in June 2024 contractors were near his property, with the new tiles, and the works would be limited to replacing non-matching front roof tiles with new tiles only. And any further delays or costs would not be its responsibility if Mr D opted not to agree to this method of settlement.

I understand why this caused Mr and Mrs D further frustration. I say this given the great deal of effort on their part to reach this point. But to give some balance to this dispute, this was an aesthetic problem where non-matching roof tiles were fitted that LV needed to put right by replacing them with matching tiles. Had things happened in the way it should have, LV would have assisted Mr and Mrs D promptly and replaced non-matching tiles with new tiles that matched the existing roof within a reasonable time.

So, while I accept the change in works would have caused Mr and Mrs D further frustration, and likely a loss of expectation, I am not satisfied the way in which LV put matters right regarding the roof works was unfair or unreasonable.

In concluding, I find the way in which LV resolved the roof problem was fair and reasonable. But it was responsible for service issues which caused Mr and Mrs D prolonged distress, inconvenience, disruption, and potentially impacting Mr D's health. And I'm aware there will be a further period where the new tiles will need some time to weather in to provide them with a closer match.

I've thought about the way in which LV responded to Mr and Mrs D's concerns. LV accept it caused service failings, it apologised, and it paid them £500 compensation. All things considered – I find this amount to be fair, reasonable, and proportionate. I say this because I am satisfied this fairly reflects the impact LV's service failings had on them. LV has paid this to Mr and Mrs D, so it follows that I don't require it to take any further action.

I accept my decision will disappoint Mr and Mrs D as I recognise how let down they feel by LV. But my decision ends what we – in attempting to informally resolve their dispute with LV – can do for them.

My final decision

I've decided not to uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 18 March 2025.

Liam Hickey
Ombudsman