

## **The complaint**

Mrs H is unhappy with the service provided by Liverpool Victoria Insurance Company Limited (LV) following a claim made on her home insurance policy for damage to her gate.

Mrs H and Mr H are both parties to this complaint. Mrs H has primarily dealt with this service. For ease of reference I have referred to Mrs H throughout this final decision.

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 Mrs H's claim.

## **What happened**

In May 2022 Mrs H contacted LV to make a claim for damage to her fence following impact. The facts of the claim are well known to both parties. So I haven't repeated them in detail here.

The claim was accepted and remedial work completed around July 2022. LV instructed its contractor, C, to manage the claim. After repairs had been completed, Mrs H contacted C on a few occasions complaining about the gate not working as it should be. C agreed to carry out further repairs in February and November 2023.

In February 2024, Mrs H contacted LV directly saying that wheel attached to the runner on the gate had come off, and this had forced the gate off the runner. LV said it wouldn't be paying anything for the additional damage as part of Mrs H's original claim. Mrs H complained about LV's decision not to pay for the damage.

LV considered Mrs H's concerns. LV said that the additional damage was likely caused by storm conditions being present around February 2024 when the damage was reported. LV said Mrs H would need to register a new claim for LV to consider. Mrs H didn't want to do this. She said LV hadn't completed repairs properly and that was the reason for the gate experiencing continual faults. Mrs H brought her complaint to this Service.

The Investigator considered the evidence and found that LV must do more to put things right. The Investigator said LV should pay for the repairs, and compensation of £150 to reflect the distress and inconvenience caused to Mrs H.

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.

In response to the Investigator's findings, LV say *'the outcome isn't putting enough weight onto the fact that the gate was repaired and without fault for 1 calendar year after the guarantee repair and before the back-to-back severe storms impacted the gate over several days'*.

Mrs H raised concerns about the gate in November 2022- only four months after repairs had been completed in July 2022. Mrs H has provided evidence of her communication with the company that fixed the gate, and confirmation that it had attended and *'organised for the strip to be fixed on the gate.'*

LV's own contractor, C, has also confirmed it attended on two occasions in 2023 to complete 'snagging work'. Mrs H testimony for the damage reported in February 2023 said *'The gate was so unstable that the bracket which holds the gate in the closed position had bent and the support post had become wobbly.'* C's own summary of the work completed in February 2023 explained *'Snag item 1 was a sheared bolt. This we can only put down to forces applied to the gate which in turn added force to the fixing point (bolt), but we did deal with this under warranty and "belts and braces", we added an additional bracer to the post with new bolts.'*

The second damage reported in 2023 also required C to attend Mrs H's home and complete additional repairs involving straightening and resealing parts of the gate. The comments from C at this time also suggest that the cause of the damage repaired was likely *'forces applied to the gate.'*

I've carefully considered C's comments about the repairs in 2023 being caused by an external force. But given that Mrs H raised concerns so soon after the repairs had been completed in July 2022, this suggests the issues were more likely caused by an underlying fault with the repairs, instead of being caused by something external each time. 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.

LV say that the damage presented in February 2024 (the fourth time Mrs H had raised concerns about the quality of repairs carried out on the gate), appears to be consistent with storm damage. LV has provided evidence of weather reports from the weeks leading up to Mrs H's contact with LV in February 2024 in support of its position.

I've carefully considered LV's comments, and supporting evidence. But on balance, I don't think it would be a fair and reasonable outcome for LV to treat Mrs H's concerns about the gate as a separate incident under the storm section of her policy. I'll explain why.

It's not disputed that Mrs H had raised numerous concerns about the quality of repairs before February 2024. I accept that weather conditions might support stormy weather being the cause of the damage in February 2024. But I've balanced this with the compelling evidence supporting underlying issues reported and fixed prior to the storm weather conditions.

It seems more likely than not, that the storm weather conditions highlighted an already defective, and poorly repaired, gate. Mrs H's gate was repaired by an LV approved contractor. It's reasonable for Mrs H to believe that the repairs would be carried out to a reasonable standard. I accept that the contractor used by LV is no longer trading. So there isn't an opportunity to interrogate decisions made at the time, such as the reason for the choice of material, and construction methods used. But what is evident is that Mrs H has

been left continually raising issues with the gate, and at least three additional repairs have been carried out since the work was completed in July 2022.

I also note the comments from C regarding the condition of the existing gate when the claim was first reported in May 2022, and stability offered by the new gate. But regardless of current observations about how the initial claim was handled, the fact remains that Mrs H hasn't benefitted from an effective and lasting repair.

For the reasons explained, I'm persuaded that the additional damage reported in February 2024 should be covered by LV as part of the initial claim reported in May 2022. The claim should be treated as being dealt with under the same incident.

The investigator recommended LV pay Mrs H £150 compensation for the impact on Mrs H as a result of the poor handling of her claim. I've seen that Mrs H had to raise concerns on numerous occasions after initial repairs were completed. Mrs H has had to live in her home with the problem with the gate remaining unresolved over an extended period.

I'm persuaded the faulty gate has impacted Mrs H's enjoyment of her home and garden space. I think it's fair for LV to pay compensation in recognition of the upset caused to Mrs H because of LV's poor claims handling. And I think £150 is reasonable compensation, and in line with what this service would direct in the circumstances.

### **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. Settle Mrs H's claim for the additional damage; and
2. Pay Mrs H £150 for distress and inconvenience.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 7 March 2025.

Neeta Karelia  
**Ombudsman**