

## **The complaint**

Mr D complains that Liverpool Victoria Insurance Company Limited (LV) didn't competently deal with a claim he made on his landlord home emergency insurance policy which he says caused extra damage to his property.

Reference to LV includes its agents.

## **What happened**

Mr D held a home emergency insurance policy with LV. When he suffered a leak in his property he made a claim.

LV accepted the claim and sent an engineer to try and fix the problem.

That engineer didn't fix the problem and on the same day Mr D called a plumber who did fix the leak.

Mr D complains about LV's action. He's said the plumber cost him and more importantly, he says LV's failure to fix the leak caused extra damage to his property which he thinks LV should pay for.

LV acknowledged it hadn't done what it should have in terms of fixing the leak. It reimbursed Mr D for what he'd paid for the plumber to come and fix the problem and paid him £300 compensation. It didn't however agree to pay the repair bill Mr D presented. It said it was only responsible for fixing the leak and wasn't responsible under the policy to cover any damage caused by it.

Mr D didn't think this was fair. He said regardless of what the policy said, if LV's action caused further damage, it should be responsible for that damage.

Our Investigator didn't think Mr D's complaint should be upheld. She agreed LV wasn't responsible for the damage under the policy. And she thought the damage was already likely present before LV's failure to fix the leak. So she didn't think its actions had caused Mr D a further loss in respect of increasing what he'd already have needed to pay to fix the damage. She was satisfied reimbursing him the cost of his plumber and paying £300 compensation was fair.

Mr D didn't agree and asked for an Ombudsman's 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, I'm not upholding it. I'll explain why.

It's not in dispute here that LV failed in its obligations under Mr D's policy to fix the leak. It misdiagnosed the problem and has accepted this.

But under the terms of that policy, LV is only required to fix the leak. It isn't responsible for the damage caused by the leak. The policy says Mr D isn't covered for "...the cost of repairs more specifically insured under your property insurance or any other policy;" and LV has pointed to another policy Mr D hold with it which insures such damage. So, under the home emergency policy, there's no cover for the damage caused by the leak.

But regardless of what the policy says, if LV's actions, as opposed to the insured event itself, are what caused damage to Mr D's property then LV should fairly be held responsible for that damage.

In this case, I'm not persuaded that's been shown. I say that having seen a video of the leak before the claim was made, let alone before LV attended. That video shows the leak to be significant, with constant dripping water seen coming from the ceiling. I'm not suggesting here that Mr D is in anyway responsible for the damage based on when he reported the claim, but what this evidence shows is that damage was present before LV attended, and therefore before it's error.

I've seen the invoice for the work Mr D wants LV to pay for, and on that invoice it implies the person who scoped the work thinks LV's engineer's failure is the cause of the damage. It says, *"If this was rectified immediately by the engineer, the damage would not have led to this."*

But importantly, this invoice doesn't detail why the author thinks LV's engineer caused further damage. It doesn't clearly set out what damage was caused by the leak (and evidently there was such damage) and what it thinks has been caused solely as a result of LV's failure. The invoice is to repair damp, and as set out above, the video evidence clearly shows evidence of quite substantial dripping water.

So I'm not persuaded Mr D has shown that LV's actions did cause further damage to his property.

That said, it's handling of the claim was poor. Reimbursing Mr D the cost he had to pay to fix the leak it should have fixed itself is what I'd expect it to do. Additionally an acknowledgement of the distress and inconvenience it caused is what I'd want to see. Here, I can see it's done that by paying £300 compensation. Which I'm satisfied is reasonable here, considering the leak was fixed the same day.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 22 April 2025.

Joe Thornley  
**Ombudsman**