

The complaint

Mr R complained that Liverpool Victoria Insurance Company Limited completed repairs to his property following a tree falling, which weren't adequate. He would like the work redone.

What happened

Mr R buildings insurance policy with LV.

In November 2023 a tree fell and damaged his property and his car.

The tree was the responsibility of the local authority, and they covered the cost of repairs to his car, but Mr R claimed on his house insurance for the other damage to the flat roof and fence.

Following the repairs, Mr R complained that there was still damage to his roof which hadn't been resolved as it had only been patch repaired and the felt was rippled and blistered.

He's also unhappy that his premiums have risen substantially following the claim.

Mr R complained to LV, but the complaint wasn't upheld so he brought his complaint to us.

One of our investigators has looked into Mr R's complaint and she thought that LV had acted fairly.

Mr R disagreed with our investigator's view, and so the case has come to me to review.

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.

In this case I have to consider whether LV have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

However, having considered all of the evidence carefully, I haven't upheld Mr R's complaint, and I will explain why.

Quality of repairs

LV's contractors provided Mr R with a new front fence as part of the repair work. However, it is clear from the policy documents that damage to fences is excluded under the policy.

Following the new fence being constructed, Mr R complained about the wood being “mouldy” and the wood in the gate being split. The contractors said that the appearance of the wood was due to treatment of the wood, but they did replace the gate.

I can therefore see that the contractors have tried to resolve the issues that have arisen. Given that damage to fences is excluded under the policy, while I appreciate Mr R feels that the quality of the fence is in issue, I can’t fairly ask LV to put something right that isn’t covered under the policy and they have provided additionally to their contractual obligations, and so I won’t be directing them to do anything further with regard to the fence.

LV’s contractors completed patch repairs to the roofing felt where the tree had punctured two holes in the roof.

Following completion of the roof repairs, Mr R reported that there was blistering and rippling to the flat roof which he says is a result of water getting into the roof between November and March before the repairs were completed.

LV dispute this, saying that the rippling and blistering is as a result of wear and tear because the roof is beyond its lifespan.

Mr R disagrees with this and has provided evidence that the whole flat roof and insulation was replaced in February 2018, and so was only 5 and a half years old at the time of the incident. Mr R thinks LV should replace the whole of the flat roof.

I can see that LV’s surveyor provided a report shortly after the incident and following a visit to the property. I haven’t seen any evidence that he examined the flat roof during that visit or took photographs. His report contains one photograph of the front of the house, and he says:

“From photos provided by the insured, damage to the flat roof appears to be isolated to 2 areas which have sustained punctures from the falling tree. No water ingress has been reported at this stage.”

The damage in these photographs appears to be two holes in the roofing felt on the front right-hand side of the roof (the right-hand side as you are looking at the property). There are no photographs of the left-hand side of the front of the roof.

The photographs from April provided by Mr R after the repairs show blistering of the roofing felt in a more central location on the roof and rippling on the front left-hand side of the roof. These are both different areas to the photograph of the holes, and they aren’t areas that are visible in the photos of the holes.

So, I can’t say for certain whether this blistering and rippling was there before the damage to the roof was caused, whether it was caused by the falling tree, or whether it was a result of water ingress in the period November to March.

In addition, Mr R says that the rippling and blistering to the roofing felt is as a result of rain penetrating through the hole that was left uncovered over the winter months. The hole is relatively small, and I consider it unlikely that rainwater would penetrate through that hole and damage the roofing felt several feet away across the whole of the front section of the roof without also causing internal damage to ceilings, as this would be a significant leak, and I haven’t seen any evidence of any internal damage.

Therefore, I’m satisfied that LV’s response is fair in that the blistering and rippling of the roofing felt is more likely to be as a result of wear and tear or poor original workmanship than by damage from the tree or water ingress subsequent to the tree falling.

I also note that Mr R has said that he is worried that structural damage has been caused that he isn't aware of. I haven't seen any evidence of structural damage and while the tree was clearly large, the part that landed on the roof was the light upper branches, and the physical damage appears to be minimal. If, however, Mr R later finds that there is structural damage, he could bring this back to LV to consider.

Premium increase

Mr R has also told us that he is unhappy that his premium has increased by 138% this year. I can see Mr R did query the premiums with LV on 26 February 2024, but I can't see he raised a complaint about it. As such, I'm unable to consider this issue as part of this complaint. Mr R would need to make a new complaint to LV about this to give them the opportunity to respond. .

My final decision

My decision is that I'm not upholding Mr R's complaint, and Liverpool Victoria Insurance Company Limited don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 24 April 2025.

Joanne Ward
Ombudsman