

## The complaint

Ms H complains about the way Liverpool Victoria Insurance Company Limited handled a claim she made on her home insurance policy when water was entering her property.

Any reference to LV includes its appointed agents.

## What happened

Ms H had water coming into her property. She made a claim on her home insurance policy. LV attended and thought it likely the water was coming in through a flat roof at the back of the property. LV declined the claim as it said there hadn't been an insured event i.e. something that is covered by her policy. It said it might have been able to consider a claim under accidental damage, but Ms H didn't have that cover.

Ms H paid for her flat roof to be replaced, but water was still entering the property. It was later found that a neighbouring property's drain was blocked, once this was resolved, Ms H said water was no longer getting into the property.

At that point, LV accepted the claim for some internal damage; Ms H received a cash settlement for the repairs needed. But Ms H complained to LV, she wanted it to reimburse the £1,200 she'd paid for the flat roof to be replaced, which she now considered unnecessary.

LV didn't agree to cover the cost of the new roof, but it did offer £350 for what it said were delays in the claim.

Unhappy with LV's response, Ms H referred her complaint to the Financial Ombudsman Service for an independent review. Our Investigator didn't think LV had treated Ms H fairly. She felt the claim had been unfairly declined initially. She recommended LV reimburse what Ms H had paid to have the roof replaced.

LV didn't accept that outcome. It said it hadn't told Ms H that her roof needed to be replaced, only that it needed to be assessed by a roofer.

In 2025 I issued a provisional decision on this case. I said I didn't think LV needed to refund Mrs H what she'd paid for her roof to be replaced. A copy of my provisional findings is below.

*When Ms H reported the claim, LV noted she'd said water was coming through the walls at the bottom of the stairs. LV appointed its contractors to trace and access a possible escape of water in the property.*

*When LV attended, it couldn't detect a leak in the property. LV's notes say Ms H explained that every time it rained, water was coming in. So LV then assessed the outside of the property for a possible cause.*

*Having done so, it thought the problem could be water ingress from a flat roof. As there was no cover under the policy for roof damage (there was nothing to suggest it had been caused by an insured event), and it couldn't detect a leak from within the property which might be covered, it declined the claim.*

*I don't think LV did anything unreasonable at this point. The photos provided in the report do show some lead flashing coming away from the wall, it is possible this might have allowed*

*water to get into the property. And the area of damage noted inside the property was at the rear, near to where the flat roof starts.*

*I also bear in mind that LV's role in attending Ms H's property was to see if the damage reported had likely been caused by something covered under the policy. Water escaping from a pipe in the home is covered, but LV had ruled that out.*

*There was no suggestion any issue with the lead flashing had been caused by an insured event covered under the policy. As such, I think it was reasonable for LV to decline the claim. It thought the issue was more likely down to wear and tear, which isn't something the policy provides cover for.*

*I also don't think it was unreasonable, having seen a potential issue with the roof, in not checking the neighbours drains for signs of an issue at that stage. Ms H had said she'd checked with her neighbour already and they didn't have a leak and hadn't noticed any damage to their own home.*

*Later, Ms H's roofer, having replaced the roof, returned when Ms H said water was still coming into the property. Ms H says it was the roofer who then found the cause to be the neighbouring drain.*

*However, I'm not satisfied this means LV should reimburse Ms H what she paid to have the roof replaced. Because I don't think its comments about the roof were incorrect. LV's report says "we identified a possible issue with the roof and lead flashing". It recommended a roofer inspect the roof and carry out necessary repairs. I think it made a reasonable suggestion – based on the photographs I've seen – that Ms H should have the roof looked at and repaired if necessary.*

*I can't hold LV responsible for any advice given or conclusion reached by the roofer such as the roofer saying the roof needed a full replacement, when it didn't. Nor has Ms H provided anything which persuades me the roof didn't need a replacement – all I have seen are the photos from LV showing issues with the lead flashing. Just because Ms H says the issue which highlighted the condition of the roof turned out to be being caused by an overflowing drain, rather than the roof, doesn't mean the roof didn't also need to be repaired.*

*Overall, I'm not satisfied LV made a mistake in its comments on the roof, and so I don't think it would be fair for it to reimburse Ms H the amount she paid for the repairs. And she does now have the benefit of a new flat roof.*

*LV has already offered £350 for the unnecessary frustration caused by its delays in assessing the claim, I intend to decide that to be a reasonable amount for the time it took to resolve the issue. As such I intend to require LV to pay this amount, unless it has done so already.*

*LV didn't respond to my provisional findings. Ms H said she had nothing further to add.*

### **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.*

*As neither party has provided any further points for me to consider, I see no reason to depart from the findings set out in my provisional decision. As such my provisional findings are that of this, my final decision.*

### **My final decision**

*My final decision is that Liverpool Victoria Insurance Company Limited should pay £350 to resolve the complaint, if it hasn't done so already.*

*Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or*

reject my decision before 21 April 2025.

Michelle Henderson  
**Ombudsman**