

## **The complaint**

Mr L has complained about Liverpool Victoria Insurance Company Limited's (LV) decision to turn down his claim under his home insurance policy for subsidence damage to his home. And he's also unhappy about the way the claim was handled.

Any reference to LV includes its agents.

## **What happened**

The background to Mr L's complaint is well known to both Mr L and LV and was set out in detail by our investigator in her view on the merits of Mr L's complaint. So, I will not be setting out the background in detail in this decision.

In summary, Mr L made a claim for damage to his property in 2019. LV appointed a company to investigate it and it carried out some repairs to the drains at Mr L's home. He wasn't happy with these repairs and LV arranged for them to be checked. LV was satisfied the repairs had been carried out satisfactorily. And it didn't think there was any damage to the structure of Mr L's home as a result of an insured event.

Mr L still wasn't happy. And LV agreed to appoint another firm, who I'll refer to as S, to do some further checks. It carried out an initial survey late in 2020 and said it needed to carry out some more investigations. LV thought Mr L wasn't happy about this and issued a final response letter on his complaint in December 2020 in which it said there was nothing more it could do to allay his concerns and it suggested that he ask the Financial Ombudsman Service to consider his complaint.

However, the further report was then carried out by S and it concluded that there were no defects in the drains at Mr L's home. Mr L then commission two further reports about the damage to his home. He provided the latest one to LV, which was by a company I'll refer to as Company I. But it didn't alter LV's opinion that there was insufficient evidence to show that Mr L's home had been damaged by subsidence. And LV didn't think that the damage identified was caused by anything else covered by Mr L's policy. Mr L wasn't happy about this. And LV issued a final response letter maintaining its position in September 2024.

Mr L asked us to consider his complaint. One of our investigators did this. She said that it shouldn't be upheld on the basis that she was satisfied LV's decision not to meet Mr L's claim for repairs to his home was reasonable based on the evidence available.

Mr L doesn't agree with the investigator's opinion and has 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've decided it should not be upheld for the same reasons as our

investigator.

I can't comment on the issues with the repairs to Mr L's drains or its refusal to alter its position following the first report provided by Mr L, as these events happened prior to LV's final response on his claim on 3 December 2020. And Mr L didn't refer his complaint to us about this within six months of this final response. And I cannot consider Mr L's complaint about his legal expenses claim, as he also referred this to us too late. If Mr L doesn't accept our position on these issues he should let our investigator know and we can then consider whether we should make a decision on whether or not we have jurisdiction to look at them.

Neither have I considered Mr L's concerns about the rise in his premiums since he made his claim. This complaint would need to be considered separately and Mr L should let us know if he wants us to do this. And we can then check with LV whether it has at some point issued a final response on it. And we can let Mr L know whether we can consider it.

I have however considered what has happened after December 2020 to decide whether LV's stance on Mr L's claim is reasonable. And I think it is. The later report provided by S does seem to have followed a comprehensive test of the drains at Mr L's property. And there doesn't appear to be any problem with them. So, I can't say LV needs to do anything further in respect of Mr L's claim for his drains following this report. And, as I've said, I can't comment on the issues he had prior to December 2020.

I've also considered the report provided by Company I for Mr L. And considered LV's response in light of this. As I see it, Company I has speculated in this report on a number of possible causes of the damage at Mr L's property. And, while it mentions subsidence as a possible cause for some of the damage, it doesn't say that it considers this is definitely the cause. I think for it to have done this it would have needed to carry out further, more practical tests, or arrange for these to be carried out. But it has suggested LV should carry these out. But the reality is LV has already had these sort of tests carried out and carried out some monitoring at Mr L's property. And these did not suggest the damage was caused by subsidence or any other event insured under Mr L's policy. So, as things stand, I'm satisfied LV's position with regards to Mr L's claim is reasonable. It seems to me that much of the damage to Mr L's home is as a result of damp issues, the way it was originally constructed, normal thermal movement or just what I'd describe as general maintenance. And these things aren't covered by his policy.

Of course, if Mr L provided a further report, which included the results of further tests and investigations carried out for and on behalf of Company I, which suggested the damage to Mr L's home was caused by an insured event, I'd expect LV to reconsider his claim in light of this. But, as things stand, I do not consider LV needs to do anything further.

### **My final decision**

For the reasons set out above, I have decided not to uphold Mr L's complaint about Liverpool Victoria Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 16 September 2025.

Robert Short  
**Ombudsman**