

The complaint

Miss H is unhappy Liverpool Victoria Insurance Company Limited (“LV”) declined her claim for damage caused during a theft (to her garage door). LV were providing cover under a home insurance policy.

What happened

Miss H reported a break-in to the Police, where her garage door was forced open and some tools stolen. As the garage to Miss H’s house provided access internally to her home, Miss H arranged for the door to be secured to prevent further intrusions.

Miss H claimed for the damage that had been caused to her garage door.

LV appointed a loss adjuster to review and validate the claim. A surveyor visited the property to inspect the garage door and the damage caused. Based upon the surveyor’s report, the loss adjuster declined the claim. LV said the claim was declined due to faulty workmanship (an exclusion in the policy). LV said the door hadn’t been fitted properly which resulted in the break in.

Miss H disputes the door was fitted incorrectly and she’s provided evidence by sharing the survey she had on her home prior to purchasing it. She wants LV to replace her garage door.

Our investigator decided not to uphold the complaint. He thought LV had fairly declined the claim based upon the evidence provided by the surveyor. He thought the claim had been declined reasonably using an exclusion within the policy. Miss H disagreed, so the case has been referred to an ombudsman.

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 don’t uphold this complaint. I know this will be disappointing for Miss H, so I’ll briefly outline my reasoning for doing so. However, I do recognise that this was likely a stressful incident for Miss H, so I’m pleased she wasn’t harmed in any way.

As LV has relied on an exclusion from the policy, I’ve checked it. The policy states within the general exclusion section:

“We will not pay for any claim arising from faulty design, materials or workmanship”.

As it’s a general exclusion, the clause relates to all aspects of the policy. Therefore, if LV has shown it’s likely faulty design or workmanship were a major factor in the break-in, then I’m likely to say it has been fair in declining the claim.

LV appointed a loss adjuster to manage the claim and review the damage. So, I’ve reviewed what the loss adjuster said:

“Our surveyor was asked to inspect a roller garage door reported as damaged as a result of a theft incident. Our surveyor states he found there are no jemmy marks to door frame or brickwork. You advised our surveyor that the roller curtain was lifted by 2ft for burglars to gain entry. Our surveyor observed the roll box has been lifted out of the guide rails at right hand side. In our surveyor’s opinion this has occurred as a result of the lifting curtain forcing against the electric brake as the roll box is just sat into the door guides and is not fixed independently to the brickwork as it should be. The door has been secured using coach bolts and in doing so the curtain is now damaged beyond repair.

To summarise in this instance our surveyor found no evidence of damage consistent with a theft incident or any other insured event and instead found the cause of damage to be wear and tear, age deterioration and poor workmanship regarding the roll box not being fixed to the brickwork.

As the damage has not been caused as a result of an insured event, we regret to inform you that your insurers are unable to be of financial assistance on this occasion”.

I find the last sentence a little odd, as it said an insured event didn’t occur. However, I’m pleased LV clarified this in its final response letter. LV said *“our suppliers have declined your theft claim and have written out to you stating that this was due to faulty workmanship on your garage door, as it had not been fitted properly resulting in the garage door being broken into”.*

However, Miss H has disputed LV and its representatives’ findings. She has shown a report which was produced by a surveyor when she purchased her property. In respect to the garage door the report states *“the roller shutter door to the front of the garage are in satisfactory condition”.*

I find the loss adjuster’s report more persuasive in respect to the particulars of this claim. It has reviewed the door from a design / workmanship perspective and how that impacts on the security it provides. Whereas the comment made in the buyer’s survey is very brief and I think is more likely to reflect whether the door was operating, rather than any insight into whether it has been fitted correctly to provide security. I also haven’t seen any evidence that contradicts the technical points raised in the surveyor’s report, that the door wasn’t fitted correctly.

I think a securely fitted door would need opening with great force to break any security measures. The surveyor saw no jemmy marks. I would’ve expected this as evidence of great force being applied. I appreciate Miss H has said the burglars were able to get to the wiring. I assume she means to disarm the door. However, I don’t think a door that is fitted securely would enable any access to the operational mechanisms of the door.

Therefore, I think on the balance of probabilities, the door wasn’t fitted correctly and wasn’t secure which allowed easier access to burglars. So, as I think LV have relied on the exclusion fairly, I don’t uphold this complaint.

My final decision

My final decision is that I don’t uphold this complaint. I don’t require Liverpool Victoria Insurance Company Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss H to accept or reject my decision before 5 March 2026.

Pete Averill
Ombudsman