

The complaint

Ms H and Mr V complain Liverpool Victoria Insurance Company Limited (LV) unfairly declined a claim under their home insurance policy for damage to their property's roof and interior.

Because Ms H has been leading on this complaint, I've referred to her throughout my decision.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Ms H's home insurance policy is underwritten by LV. She contacted LV when her property's roof was damaged by a contractor working on her neighbour's roof. Ms H also reported that internal damage had occurred because of water entering the property via the roof.
- LV considered the claim but declined it, saying the damage hadn't been caused by an insured event under the policy. LV acknowledged that whilst Ms H had chosen to include 'additional accidental damage' cover to her policy, this was added *after* the damage had occurred, and so, it couldn't provide any assistance in respect of this claim.
- Unhappy with LV's decision to decline the claim, Ms H complained to this Service. An Investigator considered it but didn't uphold the complaint.
- Ms H disagreed and so, the complaint has been passed to me 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 agree with the outcome the Investigator reached – I'll explain why.

- When a policyholder makes a claim, the onus is on them to show an insured event most likely caused the damage. Ms H has said the damage should be covered under the policy because it was caused by a third party and she's not at fault. But insurance policies aren't designed to cover every eventuality and instead cover damage caused by specific insured events.
- Here, LV has considered whether the damage to Ms H's roof and interior is covered under the policy. It's said it isn't because it wasn't caused by an insured peril. Whilst the policy provides cover in respect of damage to a roof, the damage would need to have been caused by a storm (an insured peril) - but that's not what's happened

here.

- The policy does provide standard 'accidental damage' cover, but this is specific to underground pipes, sanitary wear, solar panels, ceramic hobs, mirrors or glass that form part of the policy holder's furniture, and home entertainment equipment. But Ms H isn't claiming for damage of this nature.
- I note Ms H now has the benefit of '*additional* accidental damage' but as this was added *after* the damage occurred, she doesn't have recourse to it in respect of this claim.
- I don't doubt the situation Ms H finds herself in is a stressful one and I know my decision will be disappointing for her, but I'm satisfied LV's decision to decline the claim - because the damage wasn't caused by an insured peril - is fair in the circumstances.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H and Mr V to accept or reject my decision before 6 November 2023.

Nicola Beakhust
Ombudsman