

The complaint

Miss M and Ms P complain about how Liverpool Victoria Insurance Company Limited handled and settled a claim they made under their home insurance policy for storm damage.

What happened

Miss M and Ms P held a household insurance policy that was provided by Liverpool Victoria Insurance Company Limited (LV).

In late February 2022, Miss M and Ms P say their property suffered damage to their single storey tiled roof and water ingress because of a storm. They say this resulted in internal damage being caused to their kitchen walls, ceiling and some kitchen units.

Miss M and Ms P reported their claim to LV and provided a quote for the cost of repairs from a tradesman they'd independently approached. LV reviewed the quotation but thought it was too high. So, on 1 June 2022, it appointed a contractor ("D") to attend Miss M and Ms P's property to validate the claim and provide an opinion on the cause of damage. It communicated this decision with Miss M and Ms P the same day.

D visited Miss M and Ms P's property on 16 June 2022 to undertake an inspection. After this visit D submitted images and a report to LV.

When D reported to LV, it stated that the damage and water ingress had been caused by poor workmanship to the roof. It thought the damage wouldn't have been happened had the roof been installed correctly and adverse weather conditions had highlighted the roof's pre-existing condition.

LV declined Miss M and Ms P's claim based on D's opinion – it said the storm wasn't the dominant cause of the damage because this was due to faulty workmanship, which was a general exclusion within the policy.

Miss M and Ms P weren't happy with the outcome. They said there'd been unnecessary delay in D attending their property, which had caused the damage to worsen. They thought D's inspection of the roof was superficial and disputed its opinion on the cause of the damage, stating the condition of the roof had been good prior to the February storm. Miss M and Ms P also stated their claim hadn't been proactively managed by LV and complained.

LV investigated Miss M and Ms P's concerns and issued its final response on 4 October 2022. It maintained that the damage reported hadn't been caused by a one-off storm event. So, it didn't uphold Miss M and Ms P's complaint about the way it had settled this claim.

Being dissatisfied with how LV had dealt with their complaint Miss M and Ms P referred it to our service. Our investigator looked into what had happened and recommended partially upholding this complaint. They were persuaded that LV had correctly declined the storm claim but thought the claim could have been handled more proactively. So, they asked LV to pay Miss M and Ms P £100 compensation to recognised the delay they'd experienced.

LV agreed with our investigator's assessment of this complaint. But Miss M and Ms P didn't and asked for their complaint to be 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.

Our service assesses complaints independently within a fair and reasonable remit – we don't act for either a consumer or a business. And I want to assure Miss M, Ms P and LV that, in considering this complaint, I thought very carefully about what happened here.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities.

I'd like to thank Miss M, Ms P and LV for the level of detail contained within their submissions. I've read and considered all the information provided and if I haven't specifically referred to a point made it isn't because I haven't considered it. My decision will focus on what I think are the key issues –namely whether LV acted reasonably in handling and determining this claim.

Here, there's no dispute that damage occurred to Miss M and Ms P's property. However, there's disagreement between them, LV and its agent as to the cause of the damage and the correct outcome of the claim.

Miss M and Ms P's policy with LV provides cover for damage caused by a range of perils that might happen. These are specific one-off events and include storm, for example. But, for a claim to be successful, the onus rests on Miss M and Ms P to show that the damage they reported was caused by one of the perils listed in their policy.

There are three conditions that need to be met before this service would say a claim for storm damage should succeed. Those are:

1. Is there evidence that there was a storm around the date of the damage?
2. Is the damage consistent with what we would normally consider storm damage?
3. Was the storm the main cause of the damage?

I have re-assessed Miss M and Ms P's complaint with these three questions in mind. The answer to all three questions needs to be 'yes' for this service to be able to recommend that a storm complaint is upheld.

In weighing up the first question, I can see that Miss M and Ms P's policy doesn't define the word 'storm'. This isn't unusual and this service takes the view that a storm generally involves violent winds, usually accompanied by rain, hail or snow.

LV doesn't dispute Miss M and Ms P's contention that there was a storm in late February 2022. I can therefore answer question one affirmatively without assessing whether the weather recorded at around the time the damage occurred meets what we'd consider to be a storm.

In considering question two, I'm satisfied that damage to a roof and consequent water ingress is consistent with what we would normally consider to be storm damage. And I'm satisfied, overall, this type of damage is something that our service has, on occasion, seen following a storm. So, I'm able to answer this question affirmatively.

I'll turn now to the issue of whether I think the storm was the main cause of the damage in this instance.

LV has argued that the main cause of damage was poor workmanship to the roof as a result of its incorrect installation. As I mentioned in the background to this complaint, LV relied on D's report in repudiating this claim.

I've carefully considered D's report, which includes images taken of the exterior of Miss M and Ms P's property. Miss M and Ms P have questioned the thoroughness of D's inspection. But I can see that there were a variety of images taken of the relevant areas of the roof. In order to photograph areas of the roof, D must have accessed it. It's clear from the content of D's report that D undertook an appropriate and adequate inspection of Miss M and Ms P's property.

A correctly installed tiled roof should withstand adverse weather. Miss M and Ms P have told our service their property was extended around 5 years before the storm. So, the age of the roof at the time of damage was approximately 5 years. I'd expect a tiled roof to last a lot longer than that if it had been properly erected or installed.

Miss M and Ms P contend that the condition of their roof was good and correctly installed. But D disputes this. Within its report, D has comprehensively explained how it thinks the damage took place and where the defects lie.

D stated that *"the roof line doesn't look square as it adjoins the main house"* and *"the guttering has a back fall"*. It said there were approximately 60 tiles missing from the roof and identified visible defects within the rainwater valley, the flashing around the velux window, the mortar around the soil stack and the flashing around the boiler flue.

The images I've seen show the defects D identified and that there have been several repair attempts prior to the site visit. These defects haven't been caused by a storm. And, impartially, I think the photographs support D's view that the roof wasn't properly installed and that the water ingress was due to poor workmanship to the roof. Because there's evidence of repair work, I'm persuaded Miss M and Ms P were aware their roof was faulty in places.

LV has shared records from Miss M and Ms P's home emergency provider, which confirm that there have been several calls out due to problems with the roof leaking prior to February 2022.

For example, on 4 December 2021, Miss M and Ms P reported a leak from their roof. A contractor attending their home subsequently informed LV that the leak had been caused by incorrect installation of the roof and they undertook a temporary *repair "using flashband to form a temporary seal"*.

On 26 December 2021, records show that Miss M and Ms P suffered further damage to their home following leaks around the flue pipe and valley skylight in the roof. This is identified as being due to wear and tear and in need of a full repair.

Some of the repairs undertaken by Miss M and Ms P's home emergency provider can be seen on the photographs D took. And this all supports D's view that the issues Miss M and Ms P experienced with their roof in February 2022 were pre-existing and that they had knowledge of the problems with their roof.

It's clear there was significant damage after a storm at the end of February 2022 and this is accepted by LV. But, based on the evidence I've assessed, I think the storm, most likely,

highlighted the existing defects, and poor workmanship, to the roof. And this explains why there was water ingress each time there was wind-driven, or heavy, rain. It follows that I'm satisfied the internal and external damage to Miss M and Ms P's property wasn't caused by a one-off storm event.

Under the terms of Miss M and Ms P's policy, loss or damage caused by poor workmanship is specifically excluded. This is in common with most home insurance policies because insurance is intended to cover the unforeseen. And something that requires maintenance or must be remedied due to faulty installation isn't unforeseen.

Overall, I don't think LV made an error in attributing the cause of the damage here to poor workmanship to the roof. As this is something that isn't covered under the terms and conditions of Miss M and Ms P's insurance policy I can't fairly ask LV to approve this claim.

While I'm satisfied that LV correctly assessed Miss M and Ms P's claim, I do think there were aspects of poor service, which led to a delay in the progression of this claim. I'll explain why.

As I set out in the background to this complaint, Miss M and Ms P reported their claim to LV shortly after the damage their property suffered in February 2022. But D wasn't instructed to validate the claim and provide a cause of damage opinion until over 3 months later. And D's site visit didn't take place until over 2 weeks after it was instructed to attend Miss M and Ms P's property. This all led to delay in the determination of the claim, which is bound to have caused additional distress and inconvenience to Miss M and Ms P.

Like our investigator, I'm persuaded LV ought to pay compensation to recognise the impact delay would have had on Miss M and Ms P. We aren't here to punish businesses and, having thought very carefully about the trouble and upset that Miss M and Ms P would have experienced, I'm persuaded that £100 compensation is fair. This sum is consistent with our approach in similar scenarios and it's what I'd have suggested had no offer been recommended by our investigator. LV should therefore compensate Miss M and Ms P for poor service by paying them £100.

Miss M and Ms P told our service that, as a result of delays in the progression of their claim, the damage to their property worsened. I haven't seen any evidence to prove this happened. But I can see that LV were asked to consider a claim for accidental damage to the property interior. However, as the excess exceeds the cost of repair this isn't a viable option. And I've already explained why I can't direct LV to meet the claim for interior damage because it hasn't been caused by damage to the roof by a storm. So, I can't take that issue any further forward for Miss M and Ms P.

I know Miss M and Ms P will be disappointed with this decision. I appreciate the reasons why they brought their complaint to our service. But this brings to an end what we, in trying to resolve their dispute with LV informally, can do for them. I'm sorry we can't help Miss M and Ms P any further with this.

Putting things right

In order to resolve this complaint, I'm directing LV to pay Miss M and Ms P £100 compensation for the trouble and upset they would have experienced due to delays in the progression of their claim.

My final decision

My final decision is that I uphold this complaint in part. I'm directing Liverpool Victoria Insurance Company Limited to resolve this complaint by paying Miss M and Ms P £100 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M and Ms P to accept or reject my decision before 23 June 2023.

Julie Mitchell
Ombudsman