

The complaint

Mr A complains about Liverpool Victoria Insurance Company Limited's ('LV') decline of his landlord's buildings insurance policy.

Any reference to LV includes the actions of their appointed agents. This is because LV accept they are responsible for the actions of their agents.

What happened

Mr A made a claim for storm damage. LV rejected the claim as they said there was a lack of storm conditions. As Mr A wanted to prevent further damage and because he had tenants in the property, he arranged for his own repairs to be carried out.

LV did reconsider the claim afterwards, but maintained the decline. They said high winds only highlighted a pre-existing problem with the roof. Mr A raised a complaint with LV. They partially upheld it, offering £200 compensation for delays when the claim was being assessed. As Mr A remained unhappy, he referred his complaint to our Service for an independent review.

Our Investigator considered the complaint but didn't recommend that it be upheld. Mr A rejected our Investigator's findings, so the complaint has been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

More details on the well-established approach to storm damage claims our Service follows can be found here:

<https://www.financial-ombudsman.org.uk/businesses/complaintsdeal/insurance/home-buildings-insurance/storm-damage>

This is the approach I'll be closely following in this complaint.

1- Were there storm conditions on or around the date the damage happened?

Yes. It's now not in dispute that there were strong wind conditions in the lead up to the loss event here.

2- Is the damage claimed for consistent with damage a storm typically causes?

Yes. Based on the evidence, the damage being claimed for here would often be seen

following storm conditions.

3- Were storm conditions the main cause (proximate cause) of the damage?

This is the crucial test in this complaint.

Mr A says the damage being claimed for was caused by storm conditions. LV, on the other hand, say that the proximate cause was gradual causes and happened over a period of time - rather than being caused by a one off event.

It is unhelpful that LV initially didn't identify that storm conditions had occurred. Weather records support that there were storm conditions (wind).

On balance, I'm satisfied that once the weather conditions were established, LV did fairly consider the claim in line with the policy terms before declining it. I say this because the evidence supports the position they've taken. Mr A has placed much weight on the lack of a site visit when he first reported the claim. This is indeed disappointing and created additional uncertainty for Mr A. But on balance, I'm not persuaded that the outcome here would likely have been any different even if LV had visited prior to him arranging the repair to be carried out. I say this because, having carefully considered all of the evidence provided, I find LV's position that there were general wear and tear/gradual deterioration issues with the roof to be fair and reasonable.

Therefore, I find that LV have fairly declined this part of the claim in line with the policy terms when they concluded that the proximate cause of the damage to the roof was not storm conditions.

The internal damage

I've then considered if Mr A's claim for the internal damage could succeed under the accidental damage part of cover. Our Investigator recently clarified this part of the claim with both parties. LV have said:

"Looking at the [redacted by Ombudsman] report, this did confirm the internals were as a result of an ongoing issue with the roof.

We wouldn't be able to consider this under AD, as this wasn't a result of a one-off incident...."

I find LV's position here to be fair and reasonable – as the evidence doesn't support that the internal damage was caused by a one off event, rather that it occurred gradually. In particular, the rainfall records from around the time of the loss event. In summary, I find the internal damage claim fails for the broadly the same reasons as the main part of this claim (explained above in my decision). However, LV should have been much clearer when communicating this to Mr A.

The service provided when considering the claim

£200 compensation was offered for delays when assessing the claim and although there have been service failings - for example when initially considering the claim, overall I don't find that further compensation would be fair, reasonable or proportionate.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 12 December 2024.

Daniel O'Shea
Ombudsman