

The complaint

Mr and Mrs C have complained that Liverpool Victoria Insurance Company Limited (LV) declined a claim they made for storm damage under their home and buildings insurance policy.

What happened

Mr and Mrs C reported damage caused by a damaged chimney stack during storm conditions.

LV declined the claim as it said the damage was caused by wear and tear.

Our Investigator recommended the complaint should be upheld. He said although Mr and Mrs C hadn't taken photos of the damaged chimney stack before arranging temporary repairs, they had provided an independent contractor report confirming the condition of the stack prior to repairs. The Investigator found this report carried more weight than LV's appointed Surveyor's report, which was based on what they considered to be a more likely cause of damage.

So the Investigator recommended LV reconsider the claim under the remaining terms and conditions. He recommended LV pay Mr and Mrs C £300 compensation for the distress and inconvenience its decision caused.

Mr and Mrs C accepted the Investigator's findings.

LV didn't agree. It says Mr and Mrs C failed to provide photos of the damage before arranging interim repairs. It doesn't accept the findings of the independent contractor.

So LV wants an ombudsman to decide.

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.

As the Investigator explained, we ask three questions when considering storm damage claims. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

When the damage occurred, Mr and Mrs C arranged for temporary interim repairs to be carried out by an independent contractor as LV couldn't confirm a date when its Surveyor would attend. I think this was a reasonable decision to make to mitigate further damage.

By LV's own notes, it noted wind speeds of 60mph locally – so the answer to the first question is 'yes'.

When LV's appointed Surveyor attended, the interim repairs had been done. So it wasn't possible for LV's Surveyor to view the damage pre-repair.

I appreciate that LV asked for photos and a report. It seems that Mr and Mrs C did provide photos of the roof for LV's Surveyor when he attended, but these didn't show the fixings from where the chimney stack failed. However, Mr and Mrs C did provide a report from the contractor who carried out the repairs. The contractor wrote:

"Following a telephone call from Mrs (name inserted here) regarding a chimney pot being blown off from her roof on the 27th of December 2023 during storm Gerrit, I provided an estimate and carried out the following repairs -replaced chimney pot, repaired broken slates at roof and made temporary repair to the damaged Velux window on the 8th January 2024. I can confirm that I found the chimney haunching i.e. cement work round chimney pots was of sound condition prior to fitting new pot".

LV's Surveyor wrote the following:

"Upon arrival at the property we were met by the insured who advised that on 27/12/23 they had sustained storm damage to their property caused by a chimney pot being blown from situ. The insured advised that the dislodged pot was one of several on the stack and the only remaining Victorian pot. It had been dislodged and caused impact damage to the main roof, Velux, wall, and flat roof below. The affected pot and roof slates had been replaced pre survey and a temp repair had been undertaken to the Velux and flat roof. The insured had retained images taken post loss and pre repair.

Inspection of the roof and retained images found that the repairs had been undertaken and damage had occurred as described by the insured and was consistent with the pot falling to earth as stated. Due to the age of the pot and the nature of the damage we find that wear and tear of the pot and/or wear and tear of the flaunching has allowed for the pot to be dislodged and cause the subsequent damage. In the absence of Accidental Damage cover on the policy we have been unable to validate any of the subsequent damage caused from the pot falling to earth.

The claim has been repudiated in full as we found no storm damage to the property and that the primary cause of loss has been a breakdown on materials. Findings have been delivered to the insured in full".

While LV doesn't appear to have been satisfied with the photos provided by Mr and Mrs C, I find the report from the independent contractor valid and persuasive, being the person who viewed the haunching. I think their report carries more weight than LV's Surveyor, who based the decision that wear and tear as the cause of damage predominantly on the age of the chimney stack.

LV has since provided further comments to say that other chimney stacks on roofs nearby hadn't been damaged. But I don't think in this case, this is a persuasive enough argument to discount the report provided by the independent contractor who carried out repairs.

I therefore find the answers to the two remaining questions to be 'yes'.

So I'm upholding Mr and Mrs C's complaint. I think LV's decision to decline their claim has no doubt caused Mr and Mrs C distress and inconvenience. So I think a compensation

award of £300 is enough to reflect this. I think a fair and reasonable outcome is in line with the Investigator's recommendations and which I've set out below.

My final decision

My final decision is that I uphold this complaint. I require Liverpool Victoria Insurance Company Limited to do the following:

- Consider Mr and Mrs C's claim for storm damage under the remaining terms and conditions.
- Pay Mr and Mrs C £300 compensation for the distress and inconvenience caused.

Liverpool Victoria Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs C accept my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 29 December 2024.

Geraldine Newbold
Ombudsman