

The complaint

Mr A complains that Liverpool Victoria Insurance Company Limited (LV) declined a claim made under his landlord insurance policy.

What happened

Mr A held a landlord insurance policy underwritten by LV, covering a rental property he owned between 6 August 2023 and 5 August 2024.

In January 2024 Mr A made a claim to LV for storm damage to the roof of his property. LV appointed a surveyor to attend the property and inspect the damage. The surveyor used a camera pole to inspect the damage and provided LV with their report and photos.

Based on this, LV declined the claim. LV accepted there had been a storm, but said the damage wasn't consistent with storm damage and was instead the result of poor workmanship – an inadequate mix of mortar used to secure the ridge tiles.

Mr A was unhappy with LV's decision on his claim, so he approached the Financial Ombudsman Service.

An investigator looked into things and thought the complaint should be upheld. She said she wasn't persuaded that LV had sufficiently evidenced poor workmanship, nor that the storm wasn't the dominant cause of damage. She said LV should reimburse the costs Mr A incurred in fixing his roof, plus interest.

Mr A was happy to accept the investigator's assessment, but LV didn't agree. So, as no agreement has been reached, the complaint has been passed to me 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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

When the Financial Ombudsman Service considers complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Were there storm conditions?

Mr A's policy terms don't define what LV considers to be a "storm".

However, it's not disputed that there were storm conditions on or around the date of loss. LV accepts there were windspeeds in the region of 67 miles per hour. I consider these to be storm force winds and so the answer to question one, above, is yes.

Is the damage consistent with storm type damage?

Mr A made a claim for storm damage to the roof, which included replacing damaged tiles and the ridge line. LV has said this damage isn't consistent with storm damage, but I don't agree. Sufficiently strong, storm force winds are known to cause damage of this nature to roof tiles. So, I think the type of damage Mr A's property suffered is consistent with storm type damage, in the right conditions. This means the answer to question two, above, is also yes

Was the storm the main or dominant cause of the damage?

LV's primary reason for declining the claim is effectively around question three. LV argues that the mortar mix used to secure the ridge tiles was inadequate. LV says this alleged poor workmanship is the dominant cause of damage, which was merely highlighted by the storm, rather than the storm being the main or dominant cause.

LV has based this conclusion on the opinion of its surveyor whose initial report said:

"Upon inspection of the property we were not able to find any damage that could be attributed to a one-off incident of storm. We found that the damage is due to poor workmanship and an inadequate mortar mix has been used on the hip tiles as it has failed in such a short period of time. This is not consistent with storm damage and no cover has been awarded. Was there a storm on the date the damage occurred? Yes, storm conditions were recorded around the date of incident. Is the damage typical of that caused by a storm? No Were storm conditions the main cause of the damage? No"

In response to the investigators assessment upholding the complaint, LV's surveyor provided the following additional comments:

"There is evidence of cracking to the mortar still in situ which indicates that the materials are deteriorating. Under storm conditions we would expect the mortar to be pulled off with the ridge tiles. However, in this case the mortar is mainly still in situ indicating that the bond between the ridge tiles and the roof was insufficient and therefore allowing them to be removed regardless of wind speeds.

Mortar should be a mix of 3:1 and would typically be grey in colour. As this is not the case on this property, we feel that a different ratio/product(s) have been used. The recent weather has merely highlighted the poor condition of the roof covering and storm is not the sole cause of the damage. We feel that this in turn has altered the natural life cycle of the product as we wouldn't expect to see a new roof covering failing in this way given that the repairs were only carried out a few years ago.

Whilst we can confirm that a storm was present around the date of loss, the damage caused is extensive considering this is a relatively new roof that should have been able to withstand these conditions if not for an underlying issue."

I've thought very carefully about all the evidence and arguments provided around this point, in particular the surveyor's report and opinion. However, like the investigator, I don't find that the evidence provided by LV is sufficiently persuasive to enable me to conclude that poor workmanship was most likely the dominant cause of the damage. I'll explain why.

I don't doubt the surveyor's expertise, and I'm not a technical expert in matters of roof tiles or mortar. But I'm not persuaded by the rationale provided, nor that there is sufficient objective evidence supporting the rationale which has been given.

I say this because the conclusion drawn is that the mortar was of an insufficient mix of sand and cement, based solely on its colour. But as far I'm aware mortar can vary in colour for numerous reasons, not just the ratio of the mix. For example, the colour of sand used in the mix to begin with can impact the colour of the finished product.

I've seen no other evidence, beyond the surveyor's opinion on the colour, to support that the mix was insufficient. For example, evidence the mortar was physically handled by the surveyor and observed to be unduly crumbly. Nor have I seen evidence of any scientific analysis or testing of the mortar, to demonstrate it wasn't appropriately mixed.

I note the surveyor has commented that they'd have expected to see the mortar pulled off with the ridge tiles, and that the fact it didn't shows a poor bonding between the mortar and ridge tiles. But conversely, I think it could be argued that this demonstrates a strong bond between the mortar and the roof. Ultimately, in sufficiently strong winds, ridge tiles can be blown off and whether the mortar goes with the ridge tiles or not isn't, in my view, sufficiently persuasive evidence of a workmanship issue.

LV's surveyor has also highlighted cracking to the mortar left in situ and said this again supports the conclusions of an inadequate mix. But from what I can see, the cracking to the mortar is either directly below, or in very close proximity to, where the ridge tiles blew off. The fact that tiles were forcibly ripped from the mortar securing it to the roof could, in my view, likely have caused the mortar to crack. So again, these cracks do not persuade me that the mortar mix was insufficient.

In addition to all the above, I'm mindful that the roof and mortar were installed in 2018. So, if the mortar mix was inadequate, as LV suggests, on balance, I think it's likely that issues would have materialised sooner than they did.

Where an insurer seeks to decline a claim, the onus is on the insurer to demonstrate that the claim isn't one the policy should cover. In this case, I don't think LV has done enough to show that the damage to Mr A's roof wasn't caused by the storm, nor that it was the result of poor workmanship.

Based on everything I've said above, on the balance of probabilities, I find it more likely than not that the storm was the dominant cause of the damage to Mr A's roof. It therefore follows that I'm upholding his complaint.

Given LV, in my view, unfairly declined Mr A's claim for the damage to his roof, I don't think Mr A acted unreasonably in paying to have the roof fixed himself. In these circumstances, I think it would be fair and reasonable to direct LV to reimburse the amount it cost Mr A to have the roof repaired, rather than paying what it would have cost for LV to do the works.

So, LV should reimburse the amount it cost Mr A to fix the claim related damage. To this amount, LV should also add 8% simple interest from the date Mr A was out of pocket, to the date of settlement. This is to compensate him for being deprived of the use of that money for other purposes.

My final decision

For the reasons I've explained above, I uphold Mr A's complaint.

Liverpool Victoria Insurance Company Limited must:

- Reimburse the costs Mr A incurred in fixing the damage to his roof.
- To the above, add 8% simple* interest from the date Mr A was out of pocket to the date he is reimbursed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 November 2024.

Adam Golding
Ombudsman