

The complaint

Ms K complains that Liverpool Victoria Insurance Company Limited (“LV”) unfairly declined a claim for storm damage to her flat roof, under her home buildings insurance policy.

What happened

Ms K’s flat roof was damaged following a period of stormy weather. This resulted in rainwater penetrating through into the ceiling below. Ms K contacted LV to make a claim. She was asked to provide photos of the damage, which she did. LV then declined her claim referring to a faulty installation of the roof. When she disputed this she was asked to provide a quote and information on the cause of the damage from a roofing contractor.

Ms K arranged for a roofer to inspect the damage. He thought the storm had damaged the roof due to debris being blown around. LV sent a surveyor to look at the roof. Ms K says he didn’t inspect the roof externally but relied on a photo she had on her phone. LV repudiated the claim for the same reason it gave initially. Ms K says if the damage was due to a faulty installation there would be more damage. She says the roof is only damaged in one small section.

In its final complaint response LV says the claim for external damage was declined because a fibreglass roof shouldn’t fail after 18 months. It says this type of roof should last 20 years. It determined that the cause of the damage was poor workmanship. And that the storm conditions merely highlighted a pre-existing issue. LV says it was able to make this determination confidently based on the information Ms K provided and knowing the age of the roof. However, it paid her £300 compensation for the delay in providing its decision. And agreed to pay for the internal damage under an accidental damage cause.

Ms K didn’t think she’d been treated fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. She was more persuaded by LV’s surveyor’s view. Namely that the cracking, flaking, and blistering of the topcoat of fibreglass indicated poor workmanship was the underlying cause of the damage. Our investigator highlights that this is excluded under Ms K’s policy terms and conditions.

Ms K didn’t agree with our investigator’s findings and asked for an ombudsman to consider her complaint.

It 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’m not upholding Ms K’s complaint. I’m sorry to disappoint her but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm

caused the damage being claimed. 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?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

In its submissions to our service LV says the weather records show wind speeds up to 45mph were recorded around the time of the loss. Its threshold for storm force winds is 47mph. So, it appointed a surveyor to validate the claim.

I've looked at the weather records from the time Ms K says the damage occurred. The data was taken from the closest weather station to her home, which is around seven miles away. This shows the maximum wind gust recorded was 45mph. I've looked at the conditions for the days preceding 16 November 2023. This shows the wind speeds were lower.

I can't see that Ms K's policy terms include a definition for 'storm'. Albeit LV says it's threshold for storm force winds is set at 47mph. I note Ms K's comments that she lives on a hill and that her home is some distance from the weather station we have referred to. She says that wind speeds greater than 45mph could've been experienced at her home. I think she makes a fair point. Given the distance from the weather station to Ms K's home, and when considering it recorded wind speeds just below LV's threshold for a storm, I think it's reasonable to accept that storm force winds could've been experienced. LV hasn't refuted the claim on this point, it has relied on a poor workmanship exclusion. Having considered this, I think the answer to question is reasonably yes.

Structural damage to roofs resulting from strong winds is consistent with damage a storm can cause. So, the answer to question two is also yes.

The final point I need to be satisfied with is that the storm was the underlying cause of the damage. To understand more about this, I've read the report LV's surveyor provided. It says:

"Newly installed fibre glass roof with no guarantee from builder developer has failed causing ingress of water to the kitchen ceiling. The stains are around the skylight areas of the kitchen ceiling and policy holder advised that the roof is cracking and lifting in the middle and I suspect the timber decking is causing this due to it being wet from ingress of water. We can cover the minor internal repairs under the AD side of the policy".

A home emergency engineer was sent to Ms K's home by LV prior to its surveyor attending. This was under Ms K's home emergency cover. The engineer reported that he was unable to carry out a temporary repair. He says the fibre roof hasn't been installed correctly leading to cracks and gaps exposing the deck. The engineer says the roof will require replacing.

An internal email from LV refers to a tarpaulin preventing the inspecting surveyor from accessing the damaged roof. It says that instead he relied on a photo Ms K showed him that had been taken from on the roof. The email says that more photos should've been taken by the surveyor. But the photo he saw clearly shows the damage isn't storm related.

I've looked carefully at the photo the surveyor referred to. It shows the top layer of the flat roof is peeling off in one section. I can see some cracking, as well as areas that can be described as having blistered. I can understand why Ms K was concerned that the surveyor didn't examine the roof externally. But I think the photo she showed him highlights the

damage clearly. This isn't something caused by strong winds.

I've read the quote and comments Ms K obtained from a roofing contractor in December 2023. It says the roof has split due to the recent high winds, and this is now causing a leak. It then provides a quote to replace the roof.

I don't find the contractor's comments persuasive as to the cause of the damage. The flat roof is peeling and cracked, which can be seen in the photo Ms K had on her phone. I don't think this is something strong winds can reasonably cause. The contractor's comments are very limited and don't show how the wind could have resulted in this damage.

I can see that Ms K arranged for the roof to be repaired using another contractor in May 2024. She has provided an email from this contractor dated 21 October. It says the roof was leaking in one small section as a result of a storm. The contractor says the damage was likely caused by falling debris, resulting in a very small amount of damage to the roof. He says the roof wasn't leaking in any other areas. The contractor thought the roof had been installed correctly and slight damage to the flashing had occurred due to concrete debris that had fallen. He says this allowed rainwater to penetrate through to the ceiling below.

We provided the contractor's email to LV for it to provide its comments. It says there are no photos to support the damage having been caused by cement piercing the roof. It maintains that Ms K's photo shows the damage didn't result from a storm.

Having considered all of this I'm more persuaded by LV's view that the rainwater ingress occurred because of a pre-existing issue with the flat roof. I don't think what Ms K's contractors have said reasonably supports strong wind as the cause of this damage. The peeling, blistering, and cracking align more with the top layer of flat roof having been installed incorrectly. I can't see any signs of impact damage from concrete or other debris having struck the roof. Ms K's contractors haven't provided evidence to support this as the cause.

I acknowledge Ms K's argument that if poor workmanship was to blame then this would be evident in multiple areas of the roof, not just the small section that leaked. But I don't think this is necessarily the case. It may be that only a small section of the top layer of fibre was installed poorly. Or perhaps this would become apparent over a larger area in time. But the crux of the matter is that a section of the roof was peeling, blistering, and cracked. This type of damage isn't caused by strong wind or falling debris.

Ms K's policy terms exclude faulty design, materials, or workmanship. Based on what I've read I think LV has reasonably shown that this exclusion applies in these circumstances.

I can see it took some time for LV to send its final decision declining Ms K's claim. She complained about this, and it paid her £300 compensation for the delay. Ms K hasn't included this aspect of her complaint in her referral to our service. So, I won't consider it further here.

In summary, although I'm sorry Ms K has had to pay for repairs to her roof, I don't think LV treated her unfairly when it relied on its policy terms to decline her claim. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or

reject my decision before 30 December 2024.

Mike Waldron
Ombudsman