

The complaint

Mr G and Miss S have complained about Liverpool Victoria Insurance Company Limited (LV)'s decision to reject a claim they made for storm damage under their home and buildings insurance policy.

What happened

In December 2023, a gable end wall to Mr G and Miss S's home collapsed. They made a claim to their insurer, LV.

LV rejected their claim. It said an insurable event hadn't occurred.

Mr G and Miss S disagreed and said storm conditions had caused the damage. But on raising a complaint with LV, LV didn't uphold it.

Unhappy with LV's response, Mr G and Miss S asked us to look at their complaint.

Our Investigator didn't recommend the complaint should be upheld. She thought LV had acted reasonably and within the terms of the policy when it rejected the claim.

Mr G doesn't agree and 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.

Insurers do not provide cover for every eventuality. They provide cover for specific insured perils such as storm, flood or fire. In other words, they provide cover for sudden unforeseen events. It isn't unusual for insurers to exclude cover for damage that hasn't been caused by an insured peril: such as damage that has occurred gradually over time, or due to wear and tear. This is why the cause of damage matters.

We ask three questions when considering storm damage claims to help decide whether an insurer has acted reasonably - and in line with the policy. These are:

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

If the answer to all these questions is 'yes' then we think the claim is likely to succeed. But, if the answer to any of the above questions is 'no' - the claim for storm damage is unlikely to be covered.

LV doesn't provide a definition of 'storm' under the policy. It told us that it would consider storm conditions where wind gusts reached 47 mph or more at the time of the event.

While we don't decide how an insurer defines 'storm', where the policy is silent, LV's approach here is within what we think is reasonable.

We checked the local weather and didn't find it reported wind gusts reaching 49mph at the time of the event. Our guide showed wind gusts peaked at 41mph.

I've checked the weather guide used by the structural engineer in his report for Mr G and Miss S. As Mr G says, this does show wind gust speeds of 49 mph at the time of the event.

So, I've considered that storm conditions may have occurred, relying on this evidence, and so I think the answer to the first question is 'yes'.

LV's appointed Surveyor reported the following:

"In our opinion, the external leaf has collapsed from the remaining internal leaf due to a lack of bond between the two, possibly exacerbated when the original chimney breasts were removed by a previous owner and replaced in blockwork."

Mr G doesn't accept these findings. However, I've looked at the report provided by Mr G to LV. Photos in the report are supported with commentary that they show the inner leaf that remains shows absence of bonding stones. This is consistent with LV's Surveyor's findings.

It doesn't seem to be in dispute that the gable wall was rendered around 2016, and further works were carried out in 2022 to remove the rendering, cement pointing and to repoint the wall using materials appropriate for its construction.

Key comments from the report provided by Mr G and Miss S's appointed engineer are:

"Inspection of the failed wall shows an inherent lack of bonding stones tying the inner and outer masonry leaves together thus the collapse has resulted in delamination of the outer masonry leaf. Some stones appeared fracture. The remaining internal leaf has no projecting bonding stone, nor are any significant pockets apparent where bonding stones have been pulled out from the inner leaf"

The collapse is characteristic by delamination of the outer leaf of masonry.

After inspecting the wall no one defect is considered to be the cause of the collapse, but a culmination of several things, couple with the adverse weather observed."

While it may be possible that the damage is consistent with what a storm typically causes, the evidence shows that there were a number of issues which led to the damage. I haven't seen sufficient persuasive evidence to show that the dominant cause of the damage was caused by a storm. Poor weather conditions appeared to have made an existing issue worse and highlighted the damage which didn't occur suddenly, based on the evidence provided by both parties. The structure of the wall 'delaminating' means the materials within the wall were breaking and splitting apart over time. So I haven't seen evidence to support that the damage was caused by an insured peril.

This means I think LV's decision to decline the claim for storm damage was reached reasonably.

Mr G and Miss S were unhappy with the claim was initially handled. They said LV's agent asked them to pay the excess in advance, which LV later said was incorrect. Mr G says it took LV three months to refund the excess.

LV accepted its agent had provided some poor service and it had caused delay in appointing a Loss Adjuster. For the distress and inconvenience caused, LV paid a total compensation award of £300.

I think the award LV has paid is fair and within the range of awards we give for similar poor service complaints.

I'm very sorry to read of the impact the damaged wall – and the rejection of their claim – has had on Mr G and Miss S and their young family. I've no doubt it has been an extremely

difficult and disruptive time, along with the worry over the financial impact on having to pay for the repairs in order to return home.

But I can't say that LV should meet their claim for the reasons I've set out above. So I won't be asking LV to change its decision.

My final decision

I'm sorry to disappoint Mr G and Miss S. But for the reasons I've given above, 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 G and Miss S to accept or reject my decision before 27 December 2024.

Geraldine Newbold
Ombudsman