

## **The complaint**

One of the executors of the estate of the late Mrs S, Mrs J, has complained about Liverpool Victoria Insurance Company Limited (LV)'s decision to reject a claim they made for storm damage under the late Mrs S's home buildings insurance policy.

All reference to the insurer LV in my decision includes its agents and their role in dealing with the claim on LV's behalf.

## **What happened**

Mrs S bought a home buildings insurance policy in February 2024 with LV. In March 2024 Mrs S passed away. Mrs J as one of the executors of Mrs S's estate let LV know a few days later.

Cover remained by LV on the property for 60 days.

In April 2024 Mrs J, the late Mrs S's daughter, contacted LV to let it know that following recent storm conditions, there was water ingress damage to Mrs S's home.

LV arranged for a contractor to visit the property to determine if there was a valid claim. Following the contractor's report, LV rejected the claim. It said that although storm conditions had occurred around the time of the incident, the cause of damage was gradual and had happened over a period of time.

LV had originally told Mrs J that it would consider the claim for internal damage under the 'accidental damage' (AD) section of the policy. But it later confirmed that it wouldn't do this because the cause of damage was due to gradual wear and tear, which was excluded.

Mrs J asked us to look at her complaint. One of our Investigators didn't recommend the complaint should be upheld. She thought LV's decision to reject the claim was reasonable. While she agreed LV had made an error in saying Mrs J could claim under the AD section of the policy, she explained our approach to compensation for distress and inconvenience. She explained that this service cannot award compensation to Mrs J in her role as executor. While there have been difficulties encountered in dealing with the claim, the Investigator could not make an award in these circumstances to Mrs J.

Mrs J doesn't agree and wants an ombudsman to decide. She believes LV should honour the claim under 'AD' as it had sight of the contractor report when it agreed to this, so its decision should be binding. She says recent roof repairs were not in the area where the damage occurred.

Mrs J believes she is an eligible complainant as LV considered making an award of compensation to her.

So the case 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.

Insurers provide cover for specific perils such as fire, flood or storm. In other words, sudden unforeseen events. It isn't unusual for an insurer to exclude cover where damage occurs gradually over time, as LV has set out as an exclusion under its policy.

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.

It has been accepted that storm conditions occurred around the time a bedroom ceiling collapsed in the late Mrs S's home. So the answer to the first question is 'yes'.

However, I think the answer to the second and third question is 'no'. I say this because the contractor's report says there was decay in the felt roof directly above the collapsed ceiling. They say there were signs of mould on the collapsed plasterboard which indicates that water had ingressed more than once. The contractor reported recent repairs to the roof main ridge in line with the decaying felt.

The contractor provided photos which I've seen and I'm satisfied they support their findings.

So – I think LV's decision to reject the claim as the damage was caused gradually was fair and reasonable.

I appreciate that it must have been frustrating and disappointing to learn that LV – over a month later – would not be dealing with a claim for internal damage under the AD section of the policy, when it originally said that it would. Where an insurer has made an error, we don't generally ask the insurer to stand by the error if this isn't what the policy provides cover for. Where there is an eligible complainant, we can consider whether a compensation award for distress and inconvenience caused is appropriate.

I understand that Mrs J is one of the executors, but also Mrs S's daughter. And I can appreciate there was a loss of expectation as a result of LV's miscommunication.

But I have to consider Mrs J's role in her dealings – and complaint - with the insurer as the executor of Mrs S's estate. The estate is acting on behalf of the customer who has passed away. So we cannot consider compensation for any impact incurred by Mrs J when representing Mrs S's estate.

And as such, I'm not making an award for distress and inconvenience caused in this case.

I'm sorry to disappoint Mrs J. But this means I'm not upholding the complaint.

### **My final decision**

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 the estate of Mrs S to accept or reject my decision before 18 January 2025.

Geraldine Newbold  
**Ombudsman**