

The complaint

Miss W is unhappy with the decision by Liverpool Victoria Insurance Company Limited (LV) following a claim for storm damage on her home insurance policy.

LV is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. LV has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to LV includes the actions of any third party instructed by LV during the course of Miss W's claim.

What happened

The circumstances of this complaint will be well known to both parties and so I've not repeated them in detail here.

Miss W's policy includes cover for storm damage and accidental damage. These are defined as:

Storm: wind speeds with gusts of at least 47mph/ 75kmh or torrential rainfall at a rate of at least 25mm/one inch per hour or snow to a depth of at least one foot/30cm in 24 hours or hail so strong that it causes damage to hard surfaces or breaks glass.

Accidental damage: damage caused suddenly by external means which is not expected and not deliberate.

To summarise Miss W contacted LV to make a claim following storm damage around January 2025. HDI instructed a surveyor to inspect the damage. This report found '*This damage is from bossed rendering rather than storm related.*'

HDI subsequently declined Miss W's claim. Miss W said she'd had work completed to the render around 2021, and the company that completed the work (R) said storm damage was the likely cause of the rendering being blown off and damaged. R provided a report summarising the work it had done, explaining the materials used, and the method.

Miss W also instructed another company (D) to complete a 'hammering test.' This was to evidence the durability of render subject to the claim. This report said '*The undamaged render did not sound hollow and showed no signs of cracking / damage when struck and remained intact with some minor chips to the wet dash observed which is expected. The render beneath the damaged section also remained intact when struck at various points with some noticeable blowing and hollow sounds close to the blown section.*'

HDI said the decision to decline Miss W's claim was fair. Miss W didn't agree with HDI's decision and so referred her complaint to this Service.

Our Investigator looked into things and said LV should reconsider the claim under the remaining terms of the policy, and pay Miss W £300 compensation in recognition of its poor

claim handling. As LV didn't agree with our Investigator, 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.

Claim for storm damage

This service has an established approach for considering storm damage. We'd likely say a business needs to do more if the answer to the following three questions is yes:

1. Were there storm conditions on or around the date of claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of damage?

If the answer to any is no, it's likely the business has acted fairly.

1. Were there storm conditions on or around the date of claim?

LV has agreed that storm conditions were present at the time of the incident. Our service has access to weather reports which show the winds at the time were strong, at around 79mph. So, I'll consider the next question.

Is the damage consistent with storm damage?

It's not inconceivable that such high winds could cause severe structural damage (although I accept LV don't accept the evidence necessarily supports this). But the primary point of dispute, and LV's reasons for declining the claim, is whether the storm conditions were the main cause of damage. I've focused my findings on this point.

2. Were the storm conditions the main cause of damage?

LV says '*It is very unusual for render to detach from a property in strong winds unless there are already defects*'. It therefore said the damage wasn't covered by the policy.

I have checked the policy document and it sets out the general exclusions for the policy. This includes:

6. Wear and Tear

- *anything that happens gradually including deterioration or wear and tear, settlement or shrinkage.*

7. We will not pay for:

- *any claim arising from:*
 - *faulty design, materials or workmanship*

Therefore, if LV has shown evidence that it was more likely that gradual deterioration / a pre-existing issue was the main cause of damage, then I'm likely to say it has been fair to decline the claim as the damage caused would be excluded under the policy (so not covered).

I've carefully considered the evidence provided by LV in support of its position. This includes the surveyor's report and photos taken at the time of Miss W reporting her claim. The surveyor report concluded that *'PH claims ridge tile hit rear corner wall causing up to 4.0msq of render to fall off wall. This damage is from bossed rendering rather than storm related.'*

Bossed render is the term used to describe render that has come loose from the wall, usually causing it to sound hollow when tapped. It's not disputed that a large section of Miss W's rendering was damaged and came loose following the storm incident. But I'm not persuaded by LV's evidence to safely say that it has shown that an exclusion applies.

I say this because it has referred to bossed rendering but hasn't provided any compelling evidence in response to Miss W's reports which both support the quality of repairs carried out when the original rendering was applied, and the materials used. Miss W also instructed another independent expert to complete a further test to check for the durability of the wall, and specifically the area of damage noted on the rendering.

Having considered Miss W's evidence against LV's findings, I'm not persuaded LV's reliance on the exclusion is fair. We'd expect wear and tear to happen over a period of time. I'm not persuaded LV has shown that wear and tear is the dominant cause of damage here. Especially in light of the expert evidence Miss W has supplied supporting the work carried out, the method and materials used at the time, and the short period in which the damage occurred. I've also considered the significant and impactful wind speeds recorded at the time of the incident. On balance, I'm more persuaded by Miss W's evidence given the weather recorded and the damage shown.

I recognise it's a finely balanced decision. But we must reach a decision on the balance of probabilities. I've considered the windspeeds, the policy terms and exclusions, and both party's version of events and supporting evidence. And on balance I'm satisfied the more likely main cause of damage to Miss W's property is storm conditions. So LV should accept Miss W's claim in full, including the damage to the rendering which LV previously declined.

I'm not convinced that LV's handling of the claim was as good as it could've been, especially as Miss W had provided compelling evidence but LV didn't explain the impact of this evidence when determining the claim. Because of this, Miss W claim has had to wait longer than expected to receive a fair and reasonable outcome for her claim. Thinking about our award bands and the impact on Miss W, I'm persuaded £300 compensation is fair and in line with what I'd direct in the circumstances.

Putting things right

Liverpool Victoria Insurance Company Limited is directed to:

1. Settle the claim in line with the remaining terms and conditions of the policy; and
2. Pay Miss W £300 for distress and inconvenience.

My final decision

My decision is that I uphold this complaint. Liverpool Victoria Insurance Company Limited is directed to settle the complaint as stated above under putting things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 21 November 2025.

Neeta Karelia
Ombudsman