

The complaint

Mr S has complained that Liverpool Victoria Insurance Company Limited (LV) unfairly declined a claim under his home insurance policy for storm damage.

What happened

On 24 January 2025 Mr S made a claim to LV for storm damage to the flat roof of his kitchen. He said a large section of felt had become detached due to strong winds.

LV appointed a contractor who inspected the damage a few days later. The contractor reported that the damage was consistent with a storm. LV accepted the claim.

Due to the contractor not having availability to carry out the repair, LV instructed a different contractor who could handle the claim more quickly. Following an inspection including a drone survey on 9 April that contractor said that the roof had been in poor condition and the storm wasn't the main cause of the damage. He also said the felt roof was over 15 years old and at the end of its serviceable life. LV declined the claim relying on an exclusion in the policy which said that the policy didn't cover wear and tear or poor workmanship.

After Mr S complained, LV paid him £775 compensation because of the delay and upset caused by the change of decision regarding his claim.

As Mr S remained unhappy, he brought his complaint to this service. He told us that the roof is no longer watertight and his kitchen ceiling has been damaged. Our Investigator upheld the complaint. He didn't think LV had adequately shown that it was fair to apply the exclusion. He recommended that it should settle the claim and repair the damage to the kitchen caused by the roof not being fixed.

As LV didn't agree, the matter has been referred to me.

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.

In considering this type of complaint, there are three questions we usually ask. If the answer is "no" to any of these questions, then we think it is reasonable for an insurer to decline a claim for storm damage.

The first is whether or not there was a storm at the relevant time. It's not in dispute that there were storm-force winds in the area near the property around the relevant time with gusts of over 70 mph. According to news reports, it was the most powerful windstorm to hit the UK in a decade and caused widespread damage.

The second question is whether the damage to the roof is consistent with what I'd expect a storm to cause. I think it is. A roof is often damaged by storm force winds.

The last question we normally ask in this sort of complaint is whether the storm was the main cause of the damage. LV has declined this claim on the basis of its second contractor's conclusion that wear and tear and/or poor workmanship rather than storm force winds were the main cause of the damage and that this was merely highlighted by the storm.

The policy states that it doesn't cover damage caused by wear and tear or poor workmanship. As LV is relying on this exclusion to decline the claim, the onus is on LV to show that the exclusion more likely than not applies. However, it isn't enough for LV to show that there was some gradual deterioration or wear and tear. Rather, it needs to show that on balance the gradual deterioration was the dominant cause of the damage. Taking everything into account, I don't think LV has done that. I'll explain why.

LV's original contractor reported as follows:

"Upon inspecting the extension roof which was in fair condition, we noted that the bitumen felt on the flat roof of a rear extension was pulled off during the storm. In our opinion, this damage is consistent with an insurable storm-related peril. Wind speeds on the date of loss were record at 77mph and were caused by excessive wind strengths during a recent singular storm event."

He said the roof needed to be replaced.

The second contractor said:

"The site images show the outer layer of felt was a "repair" layer added to the original mineral felt roof finish which was in a poor state not allowing a proper bonding of the roof finish. The timber fascia board also shows signs of decay."

He added that according to research the extension had been in place since 2008 and Mr S's type of flat roof had an average lifespan of around 15 years.

Later the second contractor added:

"Regarding the cause, I suspect the damage is the result of long-term expansion and contraction of the mineral felt which has been poorly "patch" repaired in the past as the mineral felt has never properly bonded to the original felt as you can clearly see it has debonded from the original felt." [sic]

This is a finely balanced complaint. On the one hand in essence LV's argument seems to be that the flat roof was old and needed to be replaced. On the other hand the first contractor expressed no concerns about the existing condition of the roof being the main cause of the damage and thought it was in "*fair*" condition.

I am inclined to place more weight on the evidence of the first contractor because they inspected the damage shortly after it happened as opposed to about 10 weeks' later in the case of the second contractor. In between their respective visits Mr S says he cleaned the roof ready for repairs. This may explain why there were no traces of adhesive on the roof and it appeared to have debonded. I've also taken into account the exceptional nature of the storm in question.

So although the flat roof may well have been old, I don't think LV has shown on the balance of probabilities that it was damaged due to wear and tear and/or poor workmanship. It follows that I think its decision to reject the claim wasn't fair and reasonable. To put things right I think it should reconsider the claim under the remaining terms of the policy without relying on the exclusion for wear and tear and/or poor workmanship. As the delay in settling

the claim has also led to Mr S's kitchen becoming damaged by water ingress, I think it should also be responsible for repairing that.

Putting things right

To put things right I think LV should reconsider the claim under the remaining terms of the policy without relying on the exclusion for wear and tear and/or poor workmanship and repair the damage caused to Mr S's kitchen by water ingress.

My final decision

For the reasons set out above, I uphold this complaint. I require Liverpool Victoria Insurance Company Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 24 July 2025.

Elizabeth Grant
Ombudsman