

## **The complaint**

Mr and Mrs C complained that Liverpool Victoria Insurance Company Limited (“LV”) unfairly declined their claim for storm damage, and referred to an inaccurate excess fee, under their home buildings insurance policy.

I’ll refer to Mr C in my decision for ease.

## **What happened**

Mr C said he went into his loft space on 2 September 2024. He said water had collected on the loft hatch and this fell on the carpet below. He contacted LV on 5 September to make a claim for storm damage. Mr C said this was immediately declined. LV told him there hadn’t been a storm that could have caused the damage. Mr C arranged for a builder to inspect the roof. The builder found evidence of storm damage that he said had resulted in the water ingress.

Mr C also raised a concern that LV had referred to his policy excess as £500. He thought it should be £350. LV didn’t agree and it didn’t change its decline decision, so Mr C complained.

In its final complaint response LV said the weather records confirm no storm conditions had been experienced. It said this was correct at the time Mr C noticed his loss and for the period leading up to it. LV said its claim’s team thought the damage was due to wear and tear. It didn’t think it was the result of a one-off insured event.

Mr C didn’t think LV had treated him fairly and referred the matter to our service. Our investigator upheld his complaint. He disagreed with LV and said there was evidence that storm conditions were experienced around the time Mr C’s loss occurred. He thought the report Mr C’s builder provided was persuasive in showing the damage was the result of a storm. Our investigator said LV should reimburse what Mr C paid for the repairs, plus 8% simple interest. He said it should also pay £250 compensation for the distress and inconvenience it caused.

LV didn’t accept our investigator’s findings and asked for an ombudsman to consider Mr C’s complaint.

It has been passed to me to decide.

I issued a provisional decision in June 2025 explaining that I was intending to not uphold Mr C’s complaint. Here’s what I said:

### *provisional findings*

*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 my intention is to not uphold Mr C’s complaint. I’m sorry to disappoint him*

*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 in question. 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.*

*Mr C refers to storms over the summer that could have caused the damage. More specifically, he refers to a storm at the end of May 2024 and another on 1 August. With this in mind I've looked at the weather records from May up to when Mr C says he first discovered water on his loft hatch. In his email to LV dated 5 September he said this was noticed when he went to retrieve Christmas decorations on 2 September. The data I've referred to is taken from a weather station close to Mr C's home.*

*In May 2024 the highest recorded wind speed was 32mph. The heaviest hourly rainfall was recorded at 6.2mm. In June the highest wind speed recorded was 42mph with maximum hourly rainfall recorded on one occasion at 2.8mm. In July the highest recorded wind speed was 34mph with a maximum hourly rainfall of 7.6mm. In August The maximum wind speed recorded was 35mph with the highest hourly rainfall at 3.2mm.*

*I've checked Mr C's policy terms for a definition of a storm. There isn't one. However, we think that storms generally involve violent winds and/or torrential rain. I've thought whether it's reasonable to accept that the weather records show violent winds and torrential rain was experienced. But based on the records I've seen this wasn't the case. The wind speeds are below that where damage is typically expected to occur. Similarly, the level of rainfall isn't shown to have been torrential. There were periods of some heavy rain in the months leading up to Mr C's loss. But not at a level that indicate a rainstorm. Even if a rainstorm did occur, rainfall alone rarely causes damage to a well-maintained property.*

*I note our investigator's reference to wind speeds of 35mph and hourly rainfall of 13.8mm recorded on 5 September 2024. He considered this was evidence of a rainstorm. In its response to our investigator's findings LV acknowledged there had been a rainstorm on 5 September. It said the cause of the damage to the roof covering was wear and tear. But it said it should have considered whether any internal damage was covered under its policy as a result of this rainstorm.*

*I've thought carefully about this point. As discussed earlier Mr C said he identified the damage in his loft on 2 September 2024. He makes this clear in his email to LV dated 5 September. I've seen LV's notes from 5 September when Mr C first called to report his loss. Its agent noted that the line was very poor throughout the duration of the call, and that it had eventually disconnected. The note doesn't clearly state when the issue was first noticed. So, based on the information I've seen I'm satisfied that Mr C first noticed the issue on 2 September. This was three days prior to the rainstorm identified above. So, this can't have been the cause of any damage to Mr C's home. But regardless of this, when we asked him about the internal damage he said there wasn't any.*

*I've considered the weather information Mr C provided. This shows there were a number of named storms that affected the UK in the 12 months leading up to his claim. But this doesn't show that his property was affected by storm conditions to cause the damage he described.*

*Based on the weather data there were no storm conditions experienced near Mr C's property at the time he noticed his loss or in the preceding months. Certainly, no winds that could have caused damage to a well-maintained roof.*

*This means the answer to question one is 'no'. And LV can reasonably decline Mr C's claim for storm damage.*

*I've read Mr C's policy documents to clarify what excess payment he would be expected to pay if his claim was accepted. The excesses are specified for subsidence, escape of water and flood. For all other claims the excess is confirmed as £500. This is essentially a moot point as no excess has been paid. But I can't see that Mr C was advised incorrectly. Having considered all of this I don't think LV treated Mr C unfairly when it relied on its policy terms to decline his claim. I'm sorry that he had to pay for repairs to his roof, but I can't reasonably ask LV to do anymore.*

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

LV responded to say it accepted my provisional findings.

Mr C responded to say he presumes LV hasn't made submissions to our service since it rejected his claim. He said this would mean he was denied the opportunity to respond.

Mr C said his house has been fully maintained and he refutes LV's contention that the cause of the damage was down to wear and tear.

Mr C said he's researched the occurrence of storms on the internet and found evidence of storm conditions both locally and nationally. He also said that as there is no definition of storm conditions in his policy terms, then neither LV nor our service can reasonably interpret what may or may not constitute a storm. Mr C said I should find on the basis of the balance of probabilities and not rely on the premise of what is beyond a reasonable doubt. He said that he has supplied sufficient anecdotal evidence to show his claim is valid.

### **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 persuaded that a change to my provisional decision is warranted.

In response to Mr C's comment on LV's submissions – we asked both it and Mr C to provide information for us to consider in relation to Mr C's complaint. This was used to inform our response. The information I relied upon was discussed in my provisional decision.

I acknowledge Mr C's comments that his house was well maintained. I don't dispute what he says. But I explained that for a storm claim to be validated – there must be evidence of storm conditions. There was no evidence of storm force winds that could have caused damage to a well-maintained roof. Similarly, the damage described can't have been caused by a rainstorm. But again, there's also no evidence of a rainstorm at the time or in the period prior to Mr C's loss.

I acknowledge the research Mr C carried out online. But this doesn't show that storm force winds and/or rain were experienced at or near to his home. I also acknowledge there is no definition of a storm in LV's policy terms. But the weather data shows wind speeds well below what is generally considered as storm force. This also applied for the level of rain that

was recorded at the time of Mr C's loss and in the months preceding this.

I note Mr C's comments about how I should make my decision. But as I explained in my provisional decision there has to be evidence of storm conditions near to Mr C's home for a storm cause to be accepted. Based on the evidence I've seen no storm conditions were experienced. So, I needn't rely on the balance of probabilities as I'm satisfied that a storm cause can't apply here.

I'm sorry to disappoint Mr C. I understand that he feels strongly that his roof was damaged by a storm or storms. But having considered the evidence I don't think LV acted unfairly when it declined his claim.

### **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 Mrs C and Mr C to accept or reject my decision before 30 July 2025.

Mike Waldron  
**Ombudsman**