

The complaint

Mr B complains that Liverpool Victoria Insurance Company Limited declined a claim for storm damage on his buildings insurance policy.

What happened

In late November 2024, Mr B noticed damage to his property following high winds. He contacted LV to raise a claim. Initially LV declined to send an assessor as the winds weren't strong enough to be classed as a storm. However, LV eventually agreed to send an assessor. The claim was declined due to the winds not being strong enough to be deemed a storm, and the cause of the damage being down to wear and tear. Mr B raised a complaint, but LV didn't think they'd done anything wrong. As Mr B was still unhappy, he brought the complaint to this service.

Our investigator upheld the complaint. Initially they thought LV should reassess the claim under the accidental damage section of the policy and should also pay Mr B £200 compensation for the trouble and upset caused due to not explaining the storm definition properly. On a further review, our investigator didn't think the claim had been declined unfairly, but thought the £200 compensation was still warranted. LV appealed. They said they'd initially provided us with the incorrect policy terms and conditions which led to the confusion. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both LV and Mr B a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

Based on what I've seen so far, I don't intend to uphold Mr B's complaint. I know this will be disappointing to Mr B, but I've set my reasons out in full below.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether LV acted in line with these requirements when it declined to settle Mr B's claim.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr B has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues

here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As the investigator explained, when we look at complaints about storm damage, there are three questions that we need to ask:

- Were there storm conditions on or around the date of the claim?
- Is the damage consistent with storm damage?
- Were the storm conditions the main cause of the damage?

If the answer to any of these questions is 'no', then the claim won't succeed.

First, I've considered whether there were storm conditions on or around the date of the claim. Part of Mr B's complaint to LV was that their policy doesn't set out the definition of a storm. However, this doesn't mean that damage caused by any strength wind or rain would lead to a successful claim. As a service, we think that a storm generally has violent winds and is usually accompanied by rain, hail or snow. I've considered local weather reports from around the date of the claim. From what I've seen, I don't think the weather conditions at the time would be considered a storm. So, I don't think it's unreasonable that LV declined Mr B's claim under the storm section.

I've had a look under the rest of the policy, but based on the assessor's report, I agree with our investigator that the damage wouldn't fall under any other insured peril. So overall, I don't find that LV acted unfairly when declining Mr B's claim.

Our investigator awarded Mr B £200 compensation due to not explaining their definition of storm properly. LV has since apologised and informed us that they'd sent us the wrong policy terms and conditions. At the point Mr B's policy renewed, there was no definition for storm. So, for the policy terms and conditions relevant to Mr B at the time of his claim, LV did provide Mr B with the correct information. Whilst LV did later change their terms and conditions, and this included a specific definition for storm, these would only apply to new customers or if Mr B renewed his policy again in 2025. Based on what I've seen, I don't think LV gave Mr B any incorrect information. So, I don't think they did anything wrong and I'm unable to award him any compensation."

Therefore, I wasn't minded to direct LV to do anything further as I didn't think they'd done anything wrong.

Responses to my provisional decision

Neither Mr B nor LV responded to the provisional decision by the deadline.

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.

I've thought carefully about the provisional decision I reached. Having done so, and as neither party has provided anything which could lead me to depart from my provisional decision, my final decision remains the same as my provisional decision, and for the same reasons.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Liverpool Victoria Insurance Company Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 August 2025.

Anthony Mullins
Ombudsman