

The complaint

Mrs A complains that Liverpool Victoria Insurance Company Limited (LV) declined a claim made under her home insurance policy.

What happened

Mrs A had home insurance with LV. In October 2024, following bad weather, Mrs A noticed water had entered her home via a 'lean-to' type roof, staining the ceiling and wall. So, she made a claim to LV.

LV said there weren't storm conditions on or around the date of loss and there was no visible damage to the roof, so LV declined Mrs A's claim.

As Mrs A remained unhappy she approached the Financial Ombudsman Service.

One of our investigators looked into things but he didn't uphold the complaint. He said there weren't storm conditions, so Mrs A didn't have a valid storm damage claim.

Mrs A didn't agree and asked for a final decision from an ombudsman.

I was minded to reach the same overall outcome as our investigator, but for additional and different reasons. So, I issued a provisional decision, to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

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.

Having done so, I'm minded to reach the same overall outcome as our investigator, that LV don't need to do anything further, but for additional and different reasons to our investigator. So, I'm issuing a provisional decision to give both parties an opportunity to comment on my initial findings before I reach my final decision.

When we consider complaints about storm damage claims, we take into account the following three questions, and if any of the answers are no then it's likely a claim won't succeed:

- *Were there storm conditions?*
- *Is the damage consistent with storm type damage?*
- *Was the storm the main or dominant cause of the damage?*

Mrs A's policy doesn't define what LV consider to be storm conditions. And I recognise Mrs A says that as Storm isn't defined, it's not fair to then apply a definition when considering if there was a storm. However, Mrs A's insurance policy doesn't

cover every eventuality that might occur. Instead, it covers a list of specific events (which also have exclusions), such as fire, theft, and in this case, storm. And in the absence of a definition of a storm in policy terms, then we'd apply what we would consider to be storm conditions in order to decide whether the insured event of a storm occurred – that is windspeeds in excess of 47mph, often accompanied by extremely heavy rain.

I've looked at weather records in the month leading up to the date of loss (7 October 2024). The maximum windspeeds recorded were 38mph and I don't consider this storm force winds.

However, I've also looked at the rainfall over this period too. And there were very high levels of rainfall on the following days:

<i>Date</i>	<i>Daily rainfall total</i>
<i>23 September 2024</i>	<i>34.8mm</i>
<i>26 September 2024</i>	<i>35mm</i>

And the maximum hourly rainfall on 26 September 2024 also reached 11.6mm too.

Whilst there weren't storm force winds leading up to the date of loss, there was significant rain levels on two occasions, which arguably could be considered a 'rainstorm'.

However, to say LV needs to deal with Mrs A's claim, I'd also need to be satisfied both questions two and three above could be answered 'yes'. But I'm not minded to conclude that's the case, and I'll explain why.

For a storm damage claim to be covered, the damage would need to be consistent with storm type damage. And the storm would need to be the dominant or main cause of damage occurring too.

If there had been storm force winds, which then, for example, caused tiles to be displaced and water to subsequently enter causing further damage, I'd likely be persuaded this was consistent with storm type damage and that the storm was the dominant or main cause.

However, here, there has been an ingress of water only, but no storm wind conditions. There also hasn't been any evidence to show any external damage has been caused to the roof by the heavy rainfall. And I wouldn't expect a roof to allow water to enter a property, given its purpose is to protect and weatherproof the home, even in the heaviest of rainfall, unless there was an existing issue with it.

Whilst rain has entered causing damage, in the absence of any storm damage to the roof itself or storm force winds, I'm persuaded, on balance, it's most likely that the heavy rainfall has highlighted a pre-existing issue with the roof, and therefore the rainfall isn't the main or dominant cause of damage occurring.

Mrs A has also told this service:

"My roof doesn't leak when there is light rain it only leaks when the conditions are worse with heavy rain and strong winds."

And I think this further supports that heavy rainfall is highlighting an existing issue with the roof, as even in the absence of storm winds, rain is still entering when it is heavier, and like I say, I wouldn't expect a roof that didn't suffer pre-existing issues to allow water to enter a property - even in very heavy rainfall.

Sometimes a home insurance policy can provide cover for internal damage caused by an ingress of water alone if there is additional accidental damage cover. However, Mrs A didn't have the optional accidental damage cover on her policy.

With the above in mind, unless anything changes as a result of the responses to my provisional decision, I won't be directing LV to do anything further."

So, I wasn't minded to uphold the complaint.

The responses to my provisional decision

LV didn't respond to the provisional decision.

Mrs A responded to the provisional decision and said she didn't agree.

Mrs A said she entered into the contract with LV, paying the relevant premium, for a policy which covered everything including the roof. She said there are no exclusions in the policy to say differently and she feels the policy has been mis-sold.

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.

And I've thought carefully about the provisional decision I reached and the response to it. Whilst I appreciate it'll come as a disappointment to Mrs A, my final decision remains the same as my provisional decision, and for the same reasons.

Whilst I note Mrs A says she's paid for a policy which covers everything without any exclusions, I'm afraid I don't agree.

As outlined in my provisional decision, Mrs A's policy covers specific insured events, including fire, theft, and of relevance here, storm. And attached to those specific insured events are exclusions and there are also general exclusions which apply to the whole policy too.

I explained in my provisional decision that there hasn't been any evidence provided to show any external damage has been caused to the roof by the heavy rainfall, and the reasons why I didn't think LV had acted unfairly by declining the claim for the insured event of storm. I also explained Mrs A doesn't have wider accidental damage cover either. And I won't reiterate that again in full here as my view on this remains the same, and for the same reasons outlined in my provisional decision.

Whilst I note Mrs A says the policy has been mis-sold by LV, that would be a separate complaint and doesn't form part of my consideration here regarding the claim decision. If Mrs A believes the policy has been mis-sold, she'd need to raise that as a new separate complaint with LV in the first instance.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 27 August 2025.

Callum Milne
Ombudsman