

The complaint

Mr P has complained about Liverpool Victoria Insurance Company Limited (LV)'s decision to reject a claim he made for storm damage under his home insurance policy.

What happened

In January 2025 Mr P made a claim to his insurer LV for storm damage. He returned home after visiting a relative for five days to find damage to his home from a storm. Rainwater continued to come into his home and so he arranged for a builder to put tarpaulin down to prevent further damage.

LV appointed an assessor to visit Mr P's property. This took place three days later. The assessor reported that the damage wasn't caused by a storm, but by wear and tear.

Mr P complained to LV but it said its decision was correct.

One of our Investigators recommended the complaint should be upheld. He thought on balance the evidence showed that storm conditions were the dominant cause of the damage. He recommended LV reimburse Mr P for the costs he'd already paid toward roof repairs and deal with the remainder of his claim under the terms and conditions of the policy.

Mr P told us he has a disability and he has been unable to afford to replace the damaged contents in his home which he shares with Mrs P, as well as paying for roof repairs.

Due to the impact LV's decision had on Mr P, the Investigator recommended LV pay compensation of £500 for the distress and inconvenience caused.

Mr P accepted the Investigator's findings. LV didn't agree. It says there was evidence of damage caused over time and so its decision to reject the claim was correct.

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.

As the Investigator explained, we ask three questions when reviewing storm damage complaints. They are:

- 1) Did storm conditions occur on or around the date the damage is said to have happened?
- 2) Is the damage claimed for consistent with what we generally see as storm damage?
- 3) Was the storm the main cause of the damage?

Where we find the answer to all three questions is yes, we generally find that the claim should be met. If we find that one or more answers are no, we generally find it reasonable for an insurer to reject a claim.

Both parties accepted that storm conditions occurred at the time of damage. So the answer to the first questions is yes.

The damage shows rain leaked into Mr P's home from the roof where a section of the felt roof lifted and blew over onto a neighbouring roof. So the answer to the second question is yes.

The assessor reported that the damage to Mr P's roof was caused by pre-existing issues. In summary they said there were signs of rot, mould and salting to the plywood. They said there was a visible gap between the plywood and joists. They summarised that the storm conditions had highlighted an existing issue and made it worse.

Mr P's builder – who arranged interim repairs and put tarpaulin on Mr P's roof to prevent further damage - provided a response to the assessor's report. He said it was clear that storm conditions caused the felt to rip and allowed water to ingress into the plasterboards which led to the ceiling collapsing.

He said that plasterboards would not collapse due to mould and salt. Mr P said he sets the thermostat in his home to 25 degrees. The builder explained that in the period of time between the plasterboard collapsing and Mr P's discovery, with the heating on, this would cause small mould spurs to the underside of the boards. There were no water marks or stains showing through the plasterboards which the builder would expect to see if water had been leaking over time.

The builder said that if - as the assessor suggested - there was movement to the felt, this would have shown water ingress in other areas of the roof. But the damage is to one area, where a section of the felt roof blew off in storm conditions.

In response to the Investigator's view, LV said:

- It considered the condition of Mr P's roof to be in poor condition.
- The plywood showed signs of sagging possibly caused by water pooling leading to the creation of low spots and separation of the felt membrane. This can make the roof vulnerable to being ripped off in strong winds.
- Visible daylight is present along the roof edges, supporting the view that water had ingressed over time.
- There is mould, wet rot and salt damage to the inside of the roof. These all occur over time.
- The roof structure is shifting which allows moisture or humidity to enter.

I accept that there may be some internal damage to the roof which could be pre-existing. But there isn't enough for me to be persuaded that Mr P doesn't have a valid claim. I cannot see evidence of visible daylight present along the roof lines, or that water pooling led to a weakness in Mr P's roof.

Mr P's builder's comments are persuasive. I note the assessor didn't inspect the roof despite the opportunity to check under the tarpaulin for evidence of causation. And I note that Mr P arranged for the roof to be inspected for the previous ten years as it was a requirement for his insurance. He has provided reports for the past four years which state the roof was in good condition, including 'no water pooling' from the year before. Mr P offered to share these reports with LV when it rejected his claim.

So, looking at the evidence provided by both parties, I find on balance the main cause of damage was storm damage, and not the pre-existing condition of the roof. This means my answer to the third question is 'yes.'

I therefore find that LV has acted unreasonably in rejecting Mr P's claim. Mr P has been put to considerable distress and inconvenience as he has had to pay for the roof repairs. He says he hasn't been able to afford to replace the contents that were damaged. Mr P says he has mobility issues and sitting in temporary furniture during this time has made his existing condition worse. I think the impact of LV rejecting Mr P's claim has been considerable.

So I think LV should pay Mr P compensation of £500. This is in line with awards we give in similar circumstances. As Mr P has already paid for roof repairs, which he understandably did to mitigate further damage, LV should reimburse Mr P in full. It should pay Mr P interest on the reimbursement from the date Mr P paid to the date of LV's refund at our preferred rate. Mr P has been without these funds for this period of time and would not have been, had LV fairly dealt with his claim.

LV should promptly deal with the remainder of Mr P's claim in line with the terms of the policy, including Mr P's claim for alternative accommodation.

My final decision

My final decision is that I uphold this complaint. I require Liverpool Victoria Insurance Company Limited to do the following:

- Subject to reasonable proof, reimburse Mr P for the costs he has paid for roof repairs.
- Pay interest at a rate of 8% simple interest a year from the date Mr P paid to the date of reimbursement.
- Pay Mr P £500 compensation for the distress and inconvenience caused.
- Promptly deal with the remainder of Mr P's claim for storm damage under the terms of the policy.
- Liverpool Victoria Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mr P accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.
- If Liverpool Victoria Insurance Company Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr P how much it's taken off. It should also give Mr P a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 20 October 2025.

Geraldine Newbold
Ombudsman