

The complaint

Ms C is unhappy Liverpool Victoria Insurance Company Limited (“LV”) unfairly declined her storm claim under her home insurance policy.

What happened

Ms C reported damage caused by a storm, to LV in January 2025. Ms C said the call agent informed her that LV were inundated with calls / claims due to the storm and it would be quicker for her if she arranged to get quotes herself to get the repairs completed. Ms C decided to proceed with the cheapest quote (around £1,400).

Ms C provided LV with photographs of the damage and her invoice for the completed work for its consideration. LV reviewed and validated the claim, but decided to decline the claim as it said the *“damage wasn’t consistent with a one-off insured event”*.

Ms C disputes this – she said on an annual basis she gets her gutters cleaned and roof checked. She said the storm was very severe and could take a whole roof off.

Our investigator decided not to uphold the complaint. He thought LV were fair to conclude the damage wasn’t caused by a one-off event. He thought the roof was in poor condition, so he thought it more likely wear and tear was the cause of the damage which is an exclusion in the policy. Ms C disagreed, so the case has been referred to an ombudsman.

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.

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I’m likely to uphold the complaint if the answer to all three is ‘yes’. If the answer to one of the questions is ‘no’, I’m unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Yes. Having reviewed our services resources, I can see there were storm force winds on or around the date of the reported incident. So, I will consider the next question.

Was the damage claimed for consistent with damage a storm typically causes?

Ms C said her roofer stated on her bill the damage was caused by a storm, and she’d had no problem with the roof before. I’ve checked the invoice and it states *“Reset loose slates, re-bed ridge tiles, replace broken fascia board and re-lead gully due to storm damage. Roof left water tight work guaranteed for 15 years”*.

I wouldn't expect well secured ridge tiles, fascia board or lead to be damaged by a storm. They are all hard wearing, strong components to a roof and shouldn't be damaged if built well. However, I do think slate tiles could be blown from a roof in a storm. So, I will consider the next question.

Were the storm conditions the main cause of the damage?

I have reviewed the photographs and the commentary provided, and unfortunately, I'm not of the opinion the storm was the main cause of damage here.

I've considered the comments that have been provided by LV's experts after it reviewed the photos that were available. Some of the comments stated were:

"This case the customer had already had the work done so we only have the photos the customer sent in. We also used streetview to assess the pre loss condition, I've attached the most recent streetview image post loss and the previous pre loss image. These show the ridge tiles close to the chimney lacking mortar pre loss",

"Fascia is one of the strongest parts of the roof, tiles are the weakest. The fact that a fascia has been blown off and not tiles suggests pre-existing wear and tear issues",

"Invoice mentions re-bedding edge tiles; this is a maintenance issue".

I'm persuaded by the points raised by LV's experts. I don't think the conclusion made by Ms C's roofer about the damage being caused by a one-off storm is a reasonable one. The evidence doesn't show this. I think it's more likely the damage has occurred gradually over a period of time and the storm has highlighted the weakness in the roof.

The commentary LV has provided is consistent with what I can see in the photos provided. There is mortar clearly missing under the first two ridge tiles next to the chimney in the pre-loss photos provided by LV. I agree with LV that re-bedding ridge tiles is a maintenance issue, and I wouldn't expect well maintained ridge tiles to give way in a storm. Nor a fascia board if properly fixed. So, either I think there was damage to the lead and fascia board before the storm, or I think these were damaged when the loosely fitted ridge tiles dropped down the roof during the storm. Either way, I think a lack of maintenance, and wear and tear has led to these issues.

The policy states "we will not pay for.... any claim arising from... anything which happens gradually, including deterioration or wear and tear". Therefore, as I think LV have reasonably shown it's likely the damage was caused gradually, I think it has been fair to decline the claim in line with the terms and conditions of the policy.

My final decision

My final decision is that I don't uphold this complaint. I don't require Liverpool Victoria Insurance Company Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 16 March 2026.

Pete Averill
Ombudsman