

The complaint

Mrs D and Mr D have complained about Liverpool Victoria Insurance Company Limited (LV). They are not happy about the way it dealt with a claim under their landlord insurance policy that it eventually declined.

Any reference to LV includes any agents that it is responsible for unless specified.

What happened

Mrs D' and Mr Ds property suffered damage to the roof and advanced a claim under their landlord insurance policy as they thought this was caused by storm damage. But when LV looked into the claim it said it wouldn't cover the claim as it thought the damage was caused by wear and tear and the gradual deterioration of the roof verge. As it declined the claim Mrs D and Mr D complained to LV.

When LV looked into the complaint it maintained its position and that the main cause of the damage was the deterioration of the roof verge as opposed to just storm damage. And as Mrs D and Mr D remained unhappy, they complained to this Service.

Our Investigator looked into things for Mrs D and Mr D but didn't uphold their complaint. Although she sympathised with Mrs D and Mr D, she felt that RSA had dealt with their claim fairly as there was insufficient evidence that the damage was caused by storm.

As Mrs D and Mr D didn't agree, saying that the storm caused the damage and the roof was well maintained, the matter has been passed to me for review.

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.

Whilst I've considered all the information, I haven't commented on it all. Instead, I've focussed on what I consider to be the crux of the complaint and most relevant to the outcome reached. This isn't meant as a discourtesy but reflects the informal nature of our Service.

I know Mrs D and Mr D feel that the damage was caused by storm damage and while I understand this the policy terms and conditions set out the agreement between LV and Mrs D and Mr D and detail what is and isn't covered. It specifically outlines that it will not pay for *'any claim arising from: – anything which happens gradually including deterioration or wear and tear, settlement or shrinkage'* which isn't unusual.

The policy doesn't specifically provide a definition of storm, but we would generally say a storm involves violent winds, usually accompanied by rain, hail or snow. And when we look at a storm claim complaint, there are three main aspects we consider.

- 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 the damage?

As our Investigator has explained we're only likely to uphold a complaint where the answer to all three questions is yes. Both LV and Mrs D and Mr D accept there was a storm around the time of a claim so as this is accepted, I don't propose to go over this any further.

In going on to consider the additional points I accept that the damage could have been contributed to by the storm conditions here. However, LV has provided a report from its attending surveyor who has outlined that the roof verge had deteriorated which was the main cause of the damage.

I know Mrs D and Mr D have explained that they undertook a lot of work to their roof a few years before and feel the area was well maintained. While I don't doubt this that doesn't mean that the roof verge hadn't deteriorated in the few years (over four) since. They have also provided a report from their own builder which supports their position but I'm more persuaded by LV's report. And I've seen the photographs from around the time of claim and there appears to be wear and tear and cracking to the roof verge and a lot of moss on the roof so I can't say LV's position was unreasonable.

Given all of this, I don't feel that LV has acted unfairly here in declining the claim. That isn't to say that Mrs D and Mr D didn't maintain their property, just that it had deteriorated over time which generally happens. But based on everything I've seen I think it was reasonable for LV to decline the claim as the storm wasn't, on balance, the main cause of the damage.

My final decision

It follows, for the reasons given above, that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 19 March 2026.

Colin Keegan
Ombudsman