

The complaint

Mr G is unhappy that Liverpool Victoria Insurance Company Limited ('LV') declined his claim for storm damage to his roof and internal water damage to his home. He's also unhappy with the service provided by LV's home emergency team. Mr G would like LV to accept his claim, pay for the repairs, and compensate him for the poor service received.

What happened

The parties are very familiar with the background to the complaint, so I don't intend to set it out in detail here. In summary, during a storm in December 2024, the felt roof on Mr G's home was damaged and water came into the upstairs rooms, some through light fittings which had to be disconnected from the electricity.

LV's home emergency team sent out a roofer, although he was unable to complete a temporary repair due to the amount of damage and the extent of work required, the cost of which was considered to exceed the level of cover available. Mr G therefore arranged his own temporary repair, and LV have since agreed to cover that cost following this complaint.

LV also sent out an electrical engineer who disconnected the upstairs lights from the fuseboard, pending the temporary roof repair being completed. Despite the roof repair being done over a week before Christmas, LV were unable to arrange for the engineer to re-attend until almost two weeks later. This left Mr G, whose wife had suffered an injury, without upstairs lights, making it unsafe when having to use a torch to get to a toilet in the night. Mr G has explained how inconvenient and upsetting this was, particularly during this dark time of year.

LV considered the claim for damage to the roof and the internal water damage. It declined both due to evidence of wear and tear to the roof felt and signs of pre-existing water damage beneath. One of the fascia panels to the side of the roof was missing before the storm and it considered these to be evidence that problems with the roof had been long-standing and that the storm wasn't the main cause the damage but merely highlighted those problems. It said that a sound roof would not have suffered the damage seen.

Mr G didn't agree and said that the roof was well-maintained. It was about 12 years old, having been fitted just before he bought the property. The roof was shared with a neighbour, and he's said their insurance covered the damage to their side.

Mr G complained to LV which upheld his complaint in part. It thought the declination of the roof claim was correct but agreed that Mr G's share of the temporary repair should be paid and that the delay in the electrical repair would have caused Mr G and his wife upset and inconvenience over the holiday period. Mr G had also had to chase LV a number of times for a final response letter after the eight-week complaint handling period, which LV agreed was poor complaint handling. So, it awarded Mr G £250 compensation.

Mr G remained unhappy and brought his complaint to our service. Our investigator considered the complaint. But he didn't think that LV had acted unreasonably when relying on the clause in its policy excluding liability for a claim where the damage had arisen from wear and tear. He also thought that the signs of existing water damage to the interior of the property meant that there was evidence of pre-existing damage to the roof, even if additional water had come in during the storm itself.

But our investigator did think that LV needed to pay additional compensation for the trouble and upset caused to Mr G and his family by the delays in re-connecting the upstairs electrics. He was also satisfied that it wasn't unfair for LV to have declined to do a temporary fix to the roof due to the apparent need for scaffolding and the expected cost. It was right however that LV had settled the cost to Mr G of arranging his own temporary repair which had come in under the policy limit.

LV's final response letter is unclear about what the £250 compensation it had awarded was for. Part appeared to be for the delays in complaint handling, although LV has since said it wasn't compensating for that, but for the delays in getting the electrician back out and not paying for the temporary roof fix previously. Our investigator thought that LV should pay an additional £250 compensation – so a total sum of £500.

Mr G didn't agree and requested an Ombudsman's decision.

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'm sorry to disappoint Mr G but for similar reasons to those given by our investigator in his opinion, I too don't consider LV has acted unfairly or unreasonably in declining this claim for damage to the roof and internal damage to his home. I also don't think it was unreasonable for LV's contractor not to attempt a temporary repair to the roof, given the extent of the damage seen and the limitations of the policy.

But I do agree with our investigator that additional compensation should be paid by LV for the distress and inconvenience caused to Mr G and his wife when the electrician took two weeks over the Christmas period to return and restore their upstairs lighting. I'll explain why below.

I don't intend in this decision to repeat everything that the investigator has already set out in his opinion. I am grateful to the parties for the extensive evidence provided, which I have carefully considered. The parties should, however, please not take any offence if I fail to mention something that they consider important. I mean no discourtesy by this, but we're intended to be an informal dispute resolution service, and I will therefore focus on the main points of contention and give my reasons for the findings that I've made.

Roof damage

Mr G shares a felt pitched roof with his neighbour. Both sides of the semi-detached property were damaged during the storm. When considering storm claims, as our investigator said, we consider three questions. First, was there a storm, which I think it's clearly accepted by the parties that there was here.

Second, could the damage seen have been caused by a storm. There's some dispute here as LV and its experts have said that the type of damage caused here would not normally be caused by a storm whose maximum winds were 55mph, which isn't all that extreme. That's because LV thinks that a well-maintained roof of this type would not suffer such damage with these wind speeds. But that's not what we mean by that question, which is intended to ask whether or not strong winds could cause something to happen. And here what's happened is the felt blew back on itself. I think it's clear that a storm of this type could cause something like that to happen. Whether or not it would though, had the roof been sound, and indeed whether that is covered by the policy is a different matter.

The third question is whether this storm was the proximate cause of the damage seen. I think the storm highlighted the existing condition, in so far as the roof covering was blown back on itself. But the main reason for the damage to the roof occurring in the first place was because, as LV has identified, the roof's condition had deteriorated over time, and this gave

rise to it being damaged by wind speeds that would not otherwise have been able to lift it from secure fixings.

In considering whether or not to pay the claim, LV has therefore relied on a clause in its policy excluding liability for claims arising from anything that happens gradually, including deterioration and wear and tear.

Having considered all the evidence as a whole, I consider that it is more likely than not that Mr G's roof was suffering from wear and tear. And, therefore, the proximate cause of the damage to Mr G's roof was not the storm, but the existing wear and tear which was merely highlighted by the poor weather. Some of the felt appears to have become de-bonded from the timber roof and there's evidence of cracking to the felt over what I understand to have been the 12 years or so since it was fitted. I appreciate that Mr G has said that he considered the roof to be in good condition and that no problems had been found with it when a chimney was removed a few years ago. But the evidence does suggest a level of deterioration.

I've also noted that LV located a Google image of the side elevation of Mr G's house taken about 6 months before the storm, and this indicates that there was a fascia board missing along the right-hand roof elevation, with the felt edges appearing uncovered. It's difficult to say exactly where the wind first lifted the roof felt, but it's possible that this may have had something to do with it. I'm aware that Mr G's roofer has said it was lifted from the rear of the property, and I have no reason to doubt that. But where the wind first got under the felt is difficult for anyone to have any certainty about.

When deciding what's more likely to have happened, I've had the benefit of both LV's advisor and Mr G's roofing contractor's opinions. Both of these were of course given after the damage had been done and they reach opposite conclusions about the extent of the roof's deterioration. So, when reaching my decision, I've thought carefully about what they have each said, but on balance, I've concluded that the roof wouldn't have been damaged in the way that it was if it had not been suffering from the wear and tear that LV has identified. So, I don't think LV has acted unreasonably in relying on the exclusion for deterioration and wear and tear and I'm not satisfied that the storm was the proximate cause of the damage in this case.

Internal damage

Where the external damage isn't covered, this doesn't necessarily mean that it's fair for an insurer to decline the internal damage. I note here that once the roof covering was gone, the rain continued on the day of the storm and it's clear that water made it into Mr G's home. There's video evidence of water coming in through some cracks in the ceiling and through the light fittings.

LV has said that there was pre-existing damage to the ceilings in Mr G's home. It's also identified some evidence of salt deposits on the beams indicating that water has leaked into the property previously. Mr G has said that some of the evidence of previous repairs to the ceilings was as a result of an old en-suite bathroom having been removed when they moved into the property. And the old pipework seen in the roof was from the extractor fan to that bathroom which vented into the roof void. Mr G considers that the evidence of water damage most likely stems from that.

Having reviewed all the evidence though, and in particular considering the evidence of damage to parts of the felt roof, I'm not convinced that the old vent was the cause of all the salt deposits seen. Whilst I can't know for certain how much of the damage was pre-existing and how much was caused during this incident, I have no doubt that it was made worse as a result of the felt being blown back from the timber roof covering, so exposing the wood to the elements, which will inevitably have led to water coming in as Mr G observed.

But I must also take into account what led to the roof covering being blown off in the first place. And here I've determined that the proximate cause of that damage was the deterioration and wear and tear to the roof and not the storm. It is this that in turn led to the rainwater getting into Mr G's home and causing the internal damage seen. So again, I don't think it was unfair or unreasonable for LV to rely on the clause excluding liability for claims arising from wear and tear to decline the internal damage claim.

The evidence of previous repairs also indicates that there may well have been an ongoing problem with the roof for some time, and so rather than being unexpected, it was ultimately inevitable that damage to the interior of Mr G's home would be caused. And that's not something that Mr G's insurance policy covers him for. I've also considered the rest of Mr G's policy, and it doesn't provide any other cover that might have applied in these circumstances.

Home emergency claim

Mr G has cover for home emergencies under his insurance policy. Liability is limited to £1,000 including VAT and the cover is intended to cover relatively simple fixes to prevent any further damage occurring to a customer's property. Here, Mr G's entire roof covering had blown off. This was estimated by Mr G's roofer to weigh over a tonne, and it took five of them to provide a temporary fix a few days later.

So, it's unfortunately not surprising that the contractor sent out by LV was unable to provide a temporary fix in accordance with the policy terms. Whilst Mr G's roofers did not require scaffolding to complete a temporary repair, and they did the job for £700 split between him and his neighbour, from a health and safety perspective, I can see why LV's agent would have wanted a scaffold and other protections to be able to carry out the job.

I appreciate that it was unfortunate that the work could not be completed there and then by LV's contractor, but as I understand it, there was little further rain in the subsequent days before the fix was done by Mr G's roofer, so no additional damage happened to Mr G's home as a result of that delay. LV has since paid for Mr G's share of the temporary repair to the roof, which is what I would have expected. So, I won't be requiring that it do anything more than it already has in this regard.

Electrics

After the roof covering came away, Mr G had water coming in through his light fittings and the ceiling. This must have been very worrying for him, and I've seen some videos of the extent of the water ingress. Mr G had home emergency cover, and an electrician came out and disconnected the upstairs lights. Mr G was told that he'd need to book a return appointment for the electrics to be reconnected once a temporary fix had been done to the roof to make it watertight.

The roof had its temporary fix on or around 16 December 2024, and Mr G got straight back in touch with LV to arrange for the electrician to return. There appears to have been some internal confusion at LV surrounding the costing of that work, but by 21 December, despite much chasing, Mr G still didn't have an appointment for the electrics to be fixed. He was told a couple of days later that it was unlikely that anyone would be able to get out to him before Christmas, and the electrician ended up returning on or around 30 December.

Mr G was particularly unhappy about the delay, not only because it was Christmas but also because his wife had suffered an injury and was vulnerable to having a further fall if she were to have to stumble around in the dark using a torch to go to the bathroom in the night. He's also said that the electrician who attended was unprofessional in offering him his business card for any private work he may need. He thinks this was suspicious and possibly a pre-cursor to him needing to get someone out privately when LV failed to secure an appointment for him pre-Christmas.

LV had recorded this vulnerability in its systems, but still nothing could be done to get an electrician out any sooner or provide Mr G with an alternative. I agree with our investigator that this will have been very distressing for Mr G and his wife. They were not only put to the trouble of continually having to chase this up and then complaining to get something done, but also they had to suffer unnecessarily over the Christmas holidays, during a darker period of the year, because of the delays.

LV has said that it has awarded £250 for the trouble and upset caused by this aspect of the claim handling. But it's final response letter and internal notes indicate that this compensation was for complaint handling. LV has agreed that its records are confusing but says it wouldn't have compensated that amount for poor complaint handling, which in particular here involved Mr G having to chase up his complaint many times and also him having to press LV to send him a final response letter. So that too may well have warranted compensation, although as complaint handling is not a regulated activity that's covered by this service, it's not something that I can award compensation for.

Our investigator considered that additional compensation of £250 over and above the £250 already awarded was warranted here. LV didn't agree but given what I've said above about the vulnerability of Mr G's wife, the trouble and risk she was put to and the upset and inconvenience that this caused Mr G and his family over the holiday period, I too am awarding an additional £250 compensation on top of that already paid.

My final decision

It's my final decision to uphold this complaint in part. I require that Liverpool Victoria Insurance Company Limited pay Mr G £250 compensation in addition to that which it has already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 March 2026.

James Kennard
Ombudsman