

## **The complaint**

Mr M has complained that the way Liverpool Victoria Insurance Company Limited (LV) has decided to settle his claim for storm damage under his home insurance policy is unfair.

Mr M is being represented by his son, also Mr M in his complaint. For ease, I will refer to Mr M in my decision and include his son's comments as if they were his own.

All reference to the insurer LV in my decision include agents acting on its behalf handling the claim.

## **What happened**

In January 2025 Mr M reported damage to a fibre glass roof caused by a storm.

LV accepted that storm conditions occurred. It paid a cash settlement for temporary repairs to be carried out.

A Surveyor appointed by LV inspected the damage and made a cash settlement offer of £9,040 in total. This amount represented 50% of the costs to replace the roof.

Following the submission of a roofer's report by Mr M, LV reduced the cash settlement offer to 50% of the roofer's quote for £17,200 to replace the entire roof (minus the excess due under the policy). So it reduced the cash settlement offer to £8,500.

Mr M's son complained to LV. He said it had caused undue delays, had communicated with his father who was unwell instead of him as requested, and its cash settlement offer was unfair.

In July 2025 LV upheld the complaint in part. It paid £100 compensation for avoidable delays and for the confusion caused by the difference in cash settlement sums offered.

LV said its decision to meet 50% of the roof replacement costs, based on Mr M's roofer's estimate, was fair.

Mr M remained unhappy and asked us to look at his complaint. One of our Investigators recommended the complaint should be upheld. He said that LV's agent had confirmed it couldn't guarantee effective and long lasting repairs by replacing part of the roof. So it hadn't agreed to carry out the repairs. He found Mr M's roofer's report persuasive in explaining the only way to carry out effective and long last repairs was to replace the roof. So even if LV had found the condition of the remainder of the roof to be poor, the Investigator recommended LV do the following:

- Increase the cash settlement to match the roofer's quote at £17,200.
- Pay interest at 8% simple interest on the amount as this hasn't yet been paid to Mr M for the repairs.

The Investigator thought the £100 compensation LV had paid for its poor service was enough to resolve this part of the complaint.

LV doesn't agree and provided photos taken by its appointed Surveyor a few days after the incident. In summary LV says;

- The roof was in poor condition and the storm highlighted a pre-existing issue.
- The roof had previously undergone a number of repairs. It was inevitable that it was going to suffer more weather related issues.
- Mr M's roofer doesn't say there was storm damage to the entire roof.
- To carry out an effective and long lasting repair doesn't mean repairing pre-existing damage. To do so amounts to betterment.

Mr M asked for a copy of LV's response and provided the following comments:

- The only work carried out to the roof prior to the storm was to have a redundant flue removed. There have been no other previous repairs carried out and LV's statement is false.
- LV's appointed Surveyor visited five days after the storm, after scaffolding had been erected and temporary repairs were being undertaken by Mr M's roofer. If the remaining roof looked in a state of disrepair to the Surveyor, this is likely to be because the remaining roof was no longer watertight once the storm had removed a large portion.
- LV's appointed Surveyor declined an invite to physically inspect the roof using the scaffolding, Instead he took pictures from the ground using a camera pole.
- There were no previous issues with the roof before the storm occurred.

So the case has been passed to me to decide.

### **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.

Mr M's policy with LV provides cover for specified insured events such as storm, flood or fire. Like other insurers, LV doesn't provide cover for damage caused gradually due to wear and tear under its standard home insurance policy.

Mr M made a claim for storm damage. We ask three questions when considering storm damage complaints. These are:

- Did a storm occur.
- Was the damage consistent with what a storm would cause.
- Was a storm the dominant cause of damage.

If the answer to all three questions is 'yes' then we are likely to say the claim should succeed. Where the answer to one or more of the questions is 'no, we generally say it is fair for an insurer to decline the claim.

In this case, there is no dispute that storm conditions occurred, and LV accepted the claim that damage consistent with a storm occurred. So the answer to the first two questions is 'yes'.

I haven't seen a copy of the report provided by LV's appointed Surveyor. But I have seen the

photos taken by them and an email from the Surveyor to LV which confirms the following:

*“We have not offered any repairs on this claim as our Surveyor confirmed the roof was in poor condition however he confirmed storm damage had occurred. Prior to our Survey, scaffolding had been erected and the PH had a quote from (Mr M’s roofer’s name inserted here).*

*Please note we would not offer any repairs at the property and enforce a cash settlement for storm damaged area only.”*

LV’s claim notes confirm that its Surveyor offered a cash settlement sum to reflect 50% of the roof replacement.

I cannot see a reasonable explanation as to how LV arrived at the percentage of 50% of the roof replacement costs when deciding the extent of storm related damage. Photos show a significant amount of the roof on the ground at the time the Surveyor attended. Scaffolding had been erected by Mr M’s roofer to carry out temporary repairs.

Mr M’s roofer reported the following on 28 January 2025, four days after the damage occurred;

*“It is my view that the whole of the roof should be replaced with a more durable alternative than fibre glass. Rubberised roofing is superior in terms of longevity and durability, and is no more expensive than fibre glass. When the damaged section of fibreglass was replaced with the temporary repair to mitigate the damage caused inside the house, we inspected the remaining section of the roof.*

*We had previously seen and have video evidence of this part raising and flapping in the wind and although waterproof for now, the remaining section is no longer attached to the decking board, when walked on we could feel this fibreglass moving. It is only a matter of time when another strong wind will take this loose section off altogether.”*

So it seems there was evidence that the remaining part of the roof was damaged by the storm. I can see that the video evidence was referenced here, and again by Mr M from LV’s claim notes on 16 April 2025. LV said it would review the evidence if Mr M sent it. I can’t see that this happened, or that LV followed up on it.

From LV’s claim notes, it was aware of our approach to ensuring an insurer carries out effective and long lasting repairs. As LV’s contractor wasn’t prepared to carry out the repairs to 50% of the roof, a cash settlement offer was made. We don’t disagree with this proposal in principle, provided it is fair and reasonable.

However, I find Mr M’s roofer’s comments are persuasive. He physically inspected the roof and explained why an effective and long lasting repair would be to replace the entire fibre glass roof. LV hasn’t shown that in order to carry out the same, 50% of the roof replacement costs is adequate and puts Mr M back in the position he would have been before the storm damage occurred.

I’ve reviewed the photos provided by LV taken by their appointed Surveyor. I cannot see clear evidence of previous repairs in the way LV describes. And Mr M disputes this statement by LV. He says no previous repairs have been undertaken. Mr M says the video evidence shows the remainder of the roof was damaged by the storm, was flapping in the wind and at risk of causing further damage if left in place. He says it was evident to Mr M’s roofer who removed the remainder of the roof by hand which was on the lawn (in photos

provided by the Surveyor).

Even if part of the roof was in a poor condition, the evidence available shows that the work required is as a direct result of the insured damage. I'm persuaded that the only way to carry out an effective lasting repair in this case is to replace the entire roof.

So I find the answer to the final question to be 'yes'. I therefore think LV should meet the costs in full for Mr M's roofer to replace the roof. I agree that LV should pay interest on the cash settlement as Mr M has lost out on these funds to enable him to pay for the repairs to his roof. We generally find a timeframe of one month to be fair and reasonable when settling claims – although this can obviously vary from case to case depending on the circumstances. So I think LV should pay interest from one month after the date of the claim to the date it pays.

There were avoidable delays between 29 January 2025 when the Surveyor attended to 25 February 2025, when the first cash offer of 50% of the roof repair costs was discussed. On 4 March 2025 Mr M sent his roofer's quote for review. I can't see that the decision to cash settle for lower than the previous offer was communicated to Mr M by LV before 14 April 2025.

Mr M was in his eighties when he made his claim and was undergoing treatment for cancer. Despite authorisation to deal with Mr M's son, LV continued to contact Mr M to discuss the claim.

LV paid Mr M £100 compensation for the delays it caused and for the confusion around the cash settlement offers. While I find this to be in the lower end of the range we might award in similar cases, taking into account Mr M's circumstances, the crux of Mr M's complaint is LV's decision not to meet the claim for roof repairs in full, which I am upholding.

### **My final decision**

My final decision is that I uphold this complaint. I require Liverpool Victoria Insurance Company Limited to increase the cash settlement from 50% to 100% of the costs Mr M's roofer quoted of £17,200 to replace the roof.

Liverpool Victoria Insurance Company Limited must pay interest on the cash settlement at a rate of 8% simple interest a year from one month from the date of the claim to the date it pays.

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

Geraldine Newbold  
**Ombudsman**