

The complaint

Mrs and Mr E are unhappy that Liverpool Victoria Insurance Company Limited (LV) declined their claim for storm damage to the lean to on their home insurance policy.

What happened

The background of this complaint is well known to both parties and has been detailed by our investigator previously. So, I'll summarise the key points I've focused on within my decision.

- Mrs and Mr E made a claim for storm damage to their previous insurer; LV took over the policy and claim and reissued the complaint response.
- LV maintained that the frame of the lean to wouldn't be covered under the claim as it was showing signs of rot.
- However, it covered the damage to the glass as this could be considered under the 'Accidental Damage' part of the policy.
- To apologise for the poor handling of the claim. LV compensated £300.
- Mrs and Mr E consider that it's unfair of LV not to cover the frame, and that they would like it to cover the full claim.
- Our investigator considered the complaint but didn't uphold it. She said she didn't consider that the storm had caused the damage to the frame, but rather highlighted an existing issue with it.
- Mrs and Mr E disagreed that LV had shown rot was present and they considered they'd evidenced that the lean to had been damaged by the storm.
- As Mrs and Mr E disagreed with our investigator's view the complaint has been passed to me, an Ombudsman, to make a final 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.

Our service's approach to storm complaint is to ask three questions:

- Has it been proven, on balance, that there were storm conditions on or around the date the problem occurred?
- Is the nature of the damage consistent with storm damage?
- Were the prevailing weather conditions the dominant or main cause of the damage?

If any of the answers to the above is 'no', the claim wouldn't be successful.

Were there storm conditions on or around the date of loss?

LV accept that there were storm conditions present for the date of loss, so I've moved on to consider the next question.

Is the nature of the damage consistent with storm damage?

I consider that a storm could cause damage to the lean to, especially the glass. So, I'm satisfied that the damage is consistent to that which a storm can cause.

Were the storm conditions the main cause of the damage?

I've reviewed the photos that Mrs and Mr E provided on their claim. I can see the wooden timbers show signs of general wear and tear and evidence of rot. There are patches of darker wood in the timber and cracking which are signs of rot.

A storm is a one-off event, and it wouldn't cause the timbers to rot. On the balance of probabilities, I consider that the storm itself highlighted an issue with the timbers, rather than being the main cause of the lean to collapsing. As such, I'm unable to say the storm was the dominant cause of the damage.

Mrs and Mr E say that a proper inspection wasn't carried out and only photos that they provided were reviewed. It's not an uncommon practice for an insurer to review photos that their customer provides on a claim. I'm satisfied that there was sufficient evidence for the claim decision to be made.

LV have also said it is willing to appoint a contractor to carry out an inspection of the timbers, and this inspection remains open to Mrs and Mr E if they'd like to take this offer. The onus is on Mrs and Mr E, as the policyholder, to show they have a claim that can be considered and accepted under an insurable peril covered by the policy.

The broken glass of the lean to can be considered under the 'Accidental Damage' part of the policy which acts as a separate insurable peril. This could also include any internal damage that was a result of the storm and I'd expect LV to provide their decision on this to Mrs and Mr E if they've made a claim.

Overall, I'm satisfied with the outcome LV have reached on the complaint and the £300 compensation it has paid for how the claim was handled. So, I won't be instructing it to do anything further.

My final decision

For the reasons given above, I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E and Mr E to accept or reject my decision before 25 October 2023.

Angela Casey
Ombudsman