

The complaint

Mr N and Mrs N have complained that Liverpool Victoria Insurance Company Limited (LV) unfairly declined a claim under their home insurance policy.

What happened

Mr N and Mrs N contacted LV to make a claim for storm damage to their home. LV sent a surveyor to assess the damage. The claim was declined as the damage was found to be the result of wear and tear and poor workmanship.

Mr N and Mrs N complained because they said the roof was only about three years old and should be covered as there was a storm. They also said the surveyor took a long time to tell them the claim had been declined. When LV replied, it offered £100 for the delay in declining the claim.

When Mr N and Mrs N complained to this service, our investigator didn't uphold it. He said it was reasonable for LV to decline the claim on the basis of wear and tear and poor workmanship.

As Mr N and Mrs N didn't agree, the complaint was referred to me.

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.

Having done so, I don't uphold this complaint. I will explain why.

When we look at a storm claim complaint, there are three main issues we consider:

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

We're only likely to uphold a complaint where the answer to all three questions is yes.

It isn't in dispute that there was a storm around the time Mr N and Mrs N reported the damage. However, I also checked the weather conditions and saw evidence of storm conditions around that time. I also think a storm could, in some circumstances, cause the type of damage reported. So, I think the answer to the first two questions is yes.

So, I've thought about the third question. This service would normally say it was reasonable for an insurer to rely on its expert's findings. LV's surveyor assessed the damage and said:

"Upon inspection of the sky lights which appear to be allowing minor water ingress to the property, there is evident workmanship issues combined with gradual build up of wear and

tear. Policy Holder explained sky lights were fitted approx. 2-3 years ago. PH also stated that relationship broke down with builder and he doesn't builder provided a guarantee for the roof works. Upon close inspection to the external area of sky lights, it appears that the skylights have been poorly finished. There are areas of the skylight end caps which are loose and covered with heavy joints of mastic which are now decaying. Perimeter of glass where it meets perimeter of skylight, sealant has come away and deterioration of mastic and sealant on display." (As original)

I've also looked at the surveyor's photos, which showed the issues identified in the report.

Mr N and Mrs N also provided a report from a roofer who inspected the roof for them. This described the works required, but didn't give any cause of damage. So, I haven't seen anything that showed me LV's surveyor's findings weren't a fair assessment of the roof. So, based on what I've seen, I think it was reasonable for LV to decline the claim for storm damage on the basis of wear and tear and poor workmanship, neither of which were covered by the policy.

I'm aware Mr N and Mrs N had standard accidental damage cover under the policy. However, I've looked at this cover and I am satisfied the damage also wasn't covered by that part of the policy.

I'm aware Mr N and Mrs N have said they could obtain a surveyor's report to show the damage was covered by the policy. LV has said it would consider new evidence if Mr N and Mrs N wanted to provide this. It is for Mr N and Mrs N to decide if they wish to provide LV with any further evidence or information so it can consider the claim further.

Mr N and Mrs N were also concerned about delays with declining the claim. LV accepted there was a delay in providing the claim outcome. It offered £100 compensation, which I am satisfied was reasonable in the circumstances.

Having looked at what happened, I don't uphold this complaint or require LV to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N and Mr N to accept or reject my decision before 31 July 2023.

Louise O'Sullivan
Ombudsman