

The complaint

Mr P complains that Liverpool Victoria Insurance Company Limited (trading as LV) unfairly declined a claim he made under his home insurance policy.

LV is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As LV has accepted it is accountable for the actions of the agents, in my decision, any reference to LV includes the actions of the agents.

What happened

In August 2022, Mr P told LV that his property's roof was leaking. LV arranged for an engineer to visit the next day. The engineer concluded that lead in the roof over a bay window needed replacing and there was no temporary fix.

Mr P tried to make a claim for repairs, but LV said it couldn't consider a claim because storm conditions weren't met. Around a year later, Mr P contacted LV again and it told him his claim wasn't covered because the damage didn't appear to have been caused by an insured event. It said that gradual deterioration wasn't covered by the policy.

Mr P raised a complaint, but LV's position didn't change. So, he asked our service to consider the matter.

Our investigator didn't think Mr P's complaint should be upheld. He didn't think the damage was likely to have been caused by a storm. He said policy information LV would have sent Mr P informed him that damage caused by wear and tear wasn't covered.

The investigator acknowledged that a representative from LV's home emergency team had suggested a permanent fix would be covered under Mr P's home insurance. But he didn't think it needed to compensate Mr P for this because LV had given him the correct information before and soon after.

Mr P disagreed with our investigator's outcome. He said he'd checked the state of the roofing for repair every year until 2021 and had carried out maintenance as needed. He didn't agree that the lead had fallen into a state of disrepair over time. He didn't believe the damage was consistent with general wear and tear. He strongly believed the roof must have been damaged by an unexpected event such as a storm.

As Mr P disagrees with our investigator's outcome, his complaint 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.

Having done so, I've decided not to uphold Mr P's complaint. I'll explain why.

I've considered everything Mr P has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr P I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Most buildings and contents insurance policies will only cover damage caused by a specified listed event. When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the loss or damage.

One of the insured events listed in the buildings section of the policy's terms and conditions is "*storm*". So, I've considered if the damage was likely to have been caused by this.

When we look at storm damage claims, we ask three questions. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- If so, is the damage being claimed for consistent with damage that a storm typically causes?
- Were storm conditions the main or dominant cause of the damage?

If the answer to these questions is 'yes', then the claim is likely to succeed. But, if the answer to any of the above questions is 'no' – the claim for storm damage is unlikely to be covered.

"*Storm*" isn't defined in LV's terms and conditions. Our service would consider storm conditions to have been met if there were violent winds, usually accompanied by rain, hail or snow. Mr P says there were strong gusts of wind in the summer of 2022 leading up to the time he told LV of the damage. However, having checked the weather reports for the weeks leading up to the date of Mr P's claim, I'm not persuaded that wind speeds were high enough to be considered a storm.

I note that there was heavy rainfall for one day a couple of weeks before Mr P told LV of the damage to his roof. I think this could be considered a rainstorm, given that there is no definition of "*storm*" in LV's terms and conditions. So, I've gone on to consider the second question.

LV says the damage wasn't caused by a storm but was due to wear and tear which isn't covered by the policy.

The notes from the engineer's visit that took place in August 2022 say:

"Lead roof over side bay window to kitchen is very old and needs replacing. The lead has completely come away from the brick work, nails have come out and cement work is all blown. Battens are also visible from above. The lead itself is now also crumbling and perishing so would suggest this is completely replaced. Repointing alone will not solve the issue as the whole roof has shifted. Replacement needed, no temp fix."

LV says this indicates that the damage was caused by wear and tear and has referred to an exclusion in its policy which says LV will not pay for:

"any claim arising from:

- *anything which happens gradually including deterioration or wear and tear..."*

In the absence of high winds, it would be rare for heavy rainfall on its own to cause damage to a well-maintained property. I don't doubt what Mr P has said about checking his roof every year and carrying out maintenance to ensure it was in a good state. But photographs of the damage show a gap between the lead roof and the wall, with deteriorating concrete as well as crumbling lead. So, I think these photos support what LV has said about the damage occurring gradually over a period of time, rather than being as a result of a sudden one-off event, such as a storm.

Mr P has suggested there might be cover under the accidental damage section of his policy. However, "*accidental damage*" is defined as "*damage caused suddenly by external means which is not expected and not deliberate.*" And I'm not persuaded from what I've seen that the damage was caused suddenly or unexpectedly.

Mr P has also referred to wording about roofing in the home emergency section of the policy, which says:

"Roofing

Sudden and unexpected roofing problems such as leaks or tiles blown off during a storm or bad weather... Please note that you may have to arrange and pay for home maintenance work in order to complete a permanent repair. If the loss or damage is covered under your home insurance such as storm damage, you may be able to make a claim for the costs of a permanent repair."

Mr P says this was an accurate representation of what happened, and the assessor had confirmed there was damage and the lead had become completely removed from the wall and the cement appeared blown. He says he wouldn't be covered if there was no visible damage, but the assessor confirmed there was.

It's not disputed that the roof was damaged. But, as I've explained, I don't think the damage was covered by the buildings section of Mr P's policy. So, I don't think LV needs to pay the costs of the permanent repair.

I've listened to a recording of a telephone conversation between Mr P and a representative from LV's home emergency team from August 2023. The representative told Mr P that the engineer who visited Mr P's property the year before couldn't carry out a temporary repair. She said it would be up to Mr P's building insurance to do a permanent repair and this should have been organised by them.

I understand this caused Mr P some confusion as what she said led him to believe repairs to his roof were covered by his home insurance policy. However, Mr P was correctly told that there was no cover a year previously and was given the right information again shortly after this call. So, I don't think LV needs to pay any compensation for this.

I know my answer will be disappointing for Mr P. However, I'm satisfied LV has acted fairly and reasonably, in line with the policy's terms and conditions. So, I don't require it to do anything further.

My final decision

For the reasons I've explained, I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 21 February 2024.

Anne Muscroft
Ombudsman