

The complaint

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

What happened

Mr R and Mrs R contacted LV to make a claim for storm damage when a patio door in their home was damaged when it slammed shut. After some delay, LV declined the claim because it said there wasn't a storm around the time the damage happened.

So, Mr R and Mrs R complained. When LV replied, it maintained its decision to decline the claim on the basis that there weren't storm conditions. However, it offered £200 compensation because of delays with responding to the claim.

When Mr R and Mrs R complained to this service, our investigator didn't uphold the complaint. She said there wasn't evidence of storm conditions, so it was reasonable for LV to decline the claim.

As Mr R and Mrs R 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 the 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.

I've looked at the wind speeds around the time Mr R and Mrs R said the damage happened. These showed wind speeds of 33 mph. I also checked other weather stations to see what windspeeds these showed to see if this made a difference. The maximum windspeed I saw was 39mph. This was less than the minimum windspeed RSA said it would accept as storm conditions, which it said was 47mph.

I'm aware Mr R and Mrs R have said the policy documents didn't define a storm. I have checked the policy documents and can see there was no definition. However, I consider that LV telling Mr R and Mrs R that storm strength windspeeds started at 47mph is reasonable. It is at the lower end of how a storm is normally defined, including taking into account the

Beaufort Scale. I didn't see anything in the policy that said it covered damage caused by wind, regardless of the speed of that wind. It said it covered storms.

I'm also aware Mr R and Mrs R have said there was a significant wind that might have caused a wind tunnel and that no-one had looked at the location of the door to assess this. I haven't seen any expert evidence that showed that the local conditions or the position of the door was likely to have created a wind tunnel. The onus is also on the policyholder to show that their claim is covered by the policy. Once LV had identified there weren't storm conditions, it wasn't required to send someone to inspect the damage. This is because there wasn't evidence to show the damage was likely to be covered by the policy, so it didn't need to continue to assess it. This didn't prevent Mr R and Mrs R from providing additional evidence to support their claim for LV to consider. So, having thought about the first question, I think the answer is no.

I also note Mr R and Mrs R have said the damage happened when they opened the door during strong winds. This would also suggest that it isn't clear the wind itself was the main cause of the damage because opening the door was also a significant factor. Based on what Mr R and Mrs R have said, the damage wouldn't have happened if they hadn't opened the door. This type of event would potentially be covered under accidental damage. However, Mr R and Mrs R didn't have that cover, so it couldn't be considered under that part of the policy.

So, based on everything I've seen, I think it was reasonable that LV declined the claim for storm damage. I'm also aware LV offered Mr R and Mrs R £200 for the delays in progressing the claim. I think that was reasonable and in line with what I would have recommended. As a result, 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 R and Mr R to accept or reject my decision before 4 August 2023.

Louise O'Sullivan
Ombudsman