

## **The complaint**

Mr C complains that Liverpool Victoria Insurance Company Limited (“LV”) unfairly declined his claim for storm damage to his roof, under his home buildings insurance policy.

## **What happened**

In January 2024 Mr C says part of his roof tiling came off in a storm. This initially caused a leak into his bathroom, which got worse and affected his bedroom. He contacted LV to make a claim. A surveyor was sent to inspect the damage. Mr C says the surveyor came with a tablet and no other equipment. He told him the damage was due to ‘nail fatigue’ and declined his claim.

Mr C says he asked LV how its surveyor could assess the damage from the ground, when the roof was four stories high. He says LV told him a drone was used, which he refutes. Mr C says he was asked to provide a report to support his claim. But he didn’t think he should have to pay for this when LV’s surveyor hadn’t done his job properly. Mr C says this matter has impacted on his health and he believes LV should pay his claim.

In its final complaint response LV says its surveyor found the underlying cause of the damage was nail fatigue. This was apparent on Mr C’s roof and the neighbouring terraces. It says the surveyor’s report refers to a camera on a pole that was used, not a drone. LV apologised if Mr C was given inaccurate information about this. But having reviewed the photos it maintained its decline decision.

Mr C didn’t think he’d been treated fairly and referred the matter to our service. Our investigator didn’t uphold his complaint. She thought the surveyor’s report and photos were persuasive in showing the storm wasn’t the underlying cause of the damage.

Mr C disagreed with our investigator’s findings and asked for an ombudsman to consider his complaint.

It 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’m not upholding Mr C’s complaint. Let me explain.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

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

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at the weather records from 21 January 2024 when the storm occurred. Maximum gusts of up to 66mph were recorded. This was at a weather station 18 miles from Mr C's home. I note his comments that wind speeds over 80mph were experienced. But this isn't supported by the records I've seen. Mr C has provided links to some news articles. But this doesn't confirm wind speeds at the location of his home during the storm.

I can't see that LV's policy terms provide a definition of storm force winds. However, winds of 66mph are generally considered storm force. LV hasn't disputed this. So, I'm satisfied the answer to question one is yes - there were storm conditions.

Damage to roof coverings resulting in rainwater ingress is something typically caused by a storm. So, the answer to question two is also yes.

The final point I need to be satisfied with is that the storm was the underlying cause of the damage. To understand more about this I've read the report provided by LV's surveyor. This says:

*"Upon inspection of the property we were not able to find any damage that could be attributed to a single incident of storm. We found that the property is suffering from nail fatigue to the front and rear elevations and this is the caused [sic] of the slipped slates. This is present throughout the row of terraced properties and not consistent with storm damage. No cover has been awarded on this occasion. Was there a storm on the date the damage occurred? Yes, storm conditions were recorded around the date of incident. Is the damage typical of that caused by a storm? No Were storm conditions the main cause of the damage? No."*

The surveyor is clear that the damage is the result of a pre-existing issue. This was not due to the storm. The photos he took show all elevations of the roof. The photos are of a reasonably high resolution which allows the images to be zoomed in. I think the photos reasonably support the surveyor's findings. The slate roof covering is clearly of some age. Most rows have at least one slate that has slipped, or cracked, or both. This is also apparent on the roofs of the connecting properties as detailed by the surveyor. I think this shows that the roof for the entire terrace is in a deteriorated state.

I've also read the survey report completed in February 2022 that Mr C provided. This was produced prior to him buying the property. It includes the surveyor's observation of the roof covering and says:

*"There are a number of loose/slipped slates. A licensed roofing contractor can inspect and advise further. Inspection at close quarters may reveal further deterioration/damage to roofing materials, especially where these are original."*

*There are valley gutters. These can be problematic especially within older buildings, and maintenance should be undertaken regularly.*

*Natural slates have an expected lifespan of up to 100 years or more depending on slate quality, source, thickness and cutting skill of the slate. Slates will deteriorate over time; nail fixings will corrode and loosen resulting in on-going maintenance requirements. Close quarter and disruptive inspections may reveal damage to roofing materials, especially where these are original. Regular maintenance should be anticipated particularly after adverse weather conditions."*

This section of the report is given a 'repair category two'. This is defined as:

*"Repairs or replacement requiring future attention, but estimates are still advised."*

I can see the surveyor confirmed the property was built around 1880. He says slate roofs have a lifespan up to 100 years or more. And close inspection may reveal damage where the roofing materials are original. The surveyor doesn't specifically state that the entire roof covering is the original. But from the photos and extensive signs of deterioration, it is clearly of some age.

Having considered the evidence, there were signs of loose and slipped slates at least two years prior to Mr C's claim. The photos taken by LV's surveyor show the roof has numerous slipped and cracked slates. His expert opinion is that the roof is suffering from nail fatigue. Mr C was given the opportunity to provide his own expert report to support his view. He chose not to do so. In these circumstances I find the surveyor's opinion persuasive. This means I don't think the storm was the underlying cause of the roof damage.

I can see Mr C's policy terms exclude any damage that occurs gradually as a result of wear and tear. I think LV has shown that this is the underlying cause of the damage. So, there is no cover under its policy for the damage claimed.

I've thought about Mr C's comments that there are mistakes in LV's surveyor's report. He says this means it can't be relied on.

I note LV's surveyor refers to Mr C's property as an end terrace. It isn't. His property is mid-terrace. But this doesn't have a material impact on the commentary the report gives on the condition of the roof. I have no reason to doubt what Mr C says about being told a drone was used to take photos. And that this later changed to a camera on a pole. Mr C doesn't think either of these are correct. However, photos of all elevations were included with the report. These provide clear images of the roof. The important point here is that the surveyor had a clear view of the roof. So, again I don't think this shows his opinion can't be relied upon.

Mr C says the photos LV highlights are of a shared staircase roof not of the house itself. But photos of all the roof elevations were provided. Not just the roof Mr C refers to. I'm satisfied these allow for a clear view of the condition of the roof.

Having considered all of this I don't think LV treated Mr C unfairly when it relied on its policy terms to decline his claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 January 2025.

Mike Waldron  
**Ombudsman**