

The complaint

Mr and Mrs D complain that Lloyds Bank General Insurance Limited (“Lloyds”) declined a claim they made on their home insurance policy after their wall collapsed following a storm.

The policy is in both Mr and Mrs D’s name but Mr D has brought the complaint and so for ease I will refer to Mr D throughout my decision.

What happened

Mr and Mrs D have a home insurance policy with Lloyds. It has been in force for over ten years.

During the afternoon of 12 April 2023 during storm Noa a large section of Mr D’s boundary wall was blown down by a particularly violent gust. Mr D says the damaged section was in a more exposed position between the house and the double garage.

Mr D contacted Lloyds and says there was a reluctance to treat the claim as storm damage since the minimum speed requirement hadn’t been met for the location of Mr D’s property.

Mr D says Lloyds recognised that wind speeds could be up to 53mph but didn’t accept the possibility that they could be higher than 55mph. Mr D says the only way he is able to prove the claim is with the pictures of the fallen wall and testimony of his neighbour.

Mr D says a surveyor came to assess the damage two days later. Following the inspection the surveyor said the claim would be rejected and this was confirmed by Lloyds on 19 April 2023.

The surveyor said the cause of damage was deteriorated mortar which is a sign of wear and tear. Since wear and tear is excluded under the policy the claim was declined.

Mr D says Lloyds won’t pay for damage that happens due to something getting older. But, he says, all damage happens as something gets older. He says Lloyds have interpreted the terms unfairly. Mr D says Lloyds told him the wind did not exceed a speed of around 40-45mph and the surveyor also agreed with this.

Mr D says after Lloyds declined his claim he arranged for his own contractor to rebuild the wall. The cost of the rectifying work cost £15,000 plus VAT. Mr D wasn’t happy with the service he received from Lloyds so he complained.

Lloyds said its building contractor assessed the damage to the wall and their report considered all the evidence available. It said the contractor said the damage to the wall was due to deteriorated mortar and not storm damage. Lloyds also said wind speeds in the area at the time of damage were around 45mph – 47mph and this is below the criteria set out in the policy of 55mph. Lloyds explained the closest weather station to Mr D’s home is 12 miles away and that had readings of 53mph on 12 April and high 40s in the two days leading up to the date of loss. As a result Lloyds wouldn’t consider the claim as storm damage.

Mr D didn't agree and so referred his complaint to this service. Our investigator looked into things for him. She said she thought the claim had been declined correctly and within the terms and conditions of the policy. Our investigator said the definition of storm under the policy wasn't met, and there were signs of wear and tear which the contractor said was the likely cause of the damage.

Mr D didn't agree and so the complaint has come 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.

In this case I have to consider whether Lloyds have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

I am sorry Mr D finds himself in the situation, with a bill for repairs to the roof, I understand that it must be very worrying for him.

However, having considered the evidence carefully I haven't upheld Mr D's complaint, and I'll explain why.

Not all damage a home sustains is covered by a home insurance policy. In order for there to be a valid claim under a buildings insurance policy, the damage must have occurred as a result of an 'insured peril'. These 'perils', or events, are specified in every policy and include reasons such as theft, fire, and storm damage. If the damage being claimed for can't be said to be as a result of one of these 'perils', then there can be no valid claim from the start.

Having reviewed the information provided I'm satisfied there were heavy winds in the location of Mr D's house in April 2023. But to uphold Mr D's complaint I'd need to be persuaded the winds were 55mph for the purposes of the claim, and that it was the main cause of the damage to Mr D's wall. And having reviewed everything I don't think the conditions at the time meet the definition.

Lloyds say the damage to Mr D's wall wasn't caused by a storm. To consider a claim under the storm section of the policy I would expect to see wind speeds of 55mph or above. The policy says the following;

"When we say 'storm' we mean strong winds over 55mph, and/or hail or snow that's extreme enough to damage hard surfaces or break glass. Rain alone is not a storm."

Lloyds say the damage to the wall wasn't consistent with storm damage. Lloyds provided the report from the surveyor who inspected Mr D's wall. The surveyor concluded that the mortar had deteriorated and this caused the damage. The report specifically referred to the factors Lloyds gave as its reasons for declining the claim. It referred to a section of the policy called 'exclusions' which says, *"We won't pay claims for damage that happen as something gets older. This is known as wear and tear."*

The report says, *"when the surveyor inspected the garden/boundary wall he observed that the damage was caused by deteriorated mortar works."* There are also photographs in the report of the wall which evidence the deteriorated mortar. And I'm persuaded by what it shows. I also haven't seen any firm evidence that the expert's report is incorrect.

Mr D says the major parts of the wall remained standing and the claim was for the part of the wall that was blown down. And since the wall fell down due to the storm it should be

covered. He says Lloyds should cover the cost of the work and reduce the settlement to take into account wear and tear as per the terms of the policy. But for the claim to be accepted there needs to be an insured peril that was the major factor for the wall falling down. But the storm conditions weren't met, they don't show wind speeds of 55mph and above. So even if the wall fell when there was a gust of wind, high winds (of less than 55mph) aren't covered by the policy. Only storm damage is; and there's no evidence of a storm.

I know my decision will be disappointing to Mr D who has had to pay a significant amount of money to have the wall repaired. But having considered everything, I don't think Lloyds has acted unfairly or unreasonably rejected Mr D's claim.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 13 November 2023.

Kiran Clair
Ombudsman