

The complaint

Mr W and Mrs W have complained that Lloyds Bank General Insurance Limited (Lloyds) unfairly declined a claim under a home insurance policy.

What happened

Mr W and Mrs W contacted Lloyds to make a claim under their home insurance policy when an outbuilding collapsed at their property. They said it was due to a storm. Lloyds investigated the claim and declined it because it said there weren't storm conditions around the time of the incident. It also said the building collapsed due to a gradually operating cause. When Mr W and Mrs W complained, Lloyds maintained its decision to decline the claim.

So, Mr W and Mrs W complained to this service. They also provided further evidence about the weather conditions around the time the outbuilding collapsed. Our investigator didn't uphold the complaint. She said although there was evidence of a storm, it was still fair for Lloyds to decide the damage was caused by gradual deterioration.

As Mr W and Mrs W 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.

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.

For the first question, I've looked at the weather conditions around the time of the incident. These showed windspeeds of about 23mph, which wouldn't be regarded as storm strength. However, Mr W and Mrs W have since provided evidence of the level of rainfall around that time. This showed rainfall within an hour that would be considered to meet the definition of a storm. Based on that, I'm satisfied there was a storm. For the second question, I think, in some circumstances, a storm could cause damage to a building and potentially lead to parts of it collapsing. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, which is whether the storm was the main cause of the damage. I've looked at a report prepared for Lloyds. This said the exact cause of damage wasn't clear but that large trees next to the building might have rubbed against it and caused a fracture during wind conditions, contributing to its collapse. I note that, based

on weather reports, there wasn't evidence of significant wind conditions around the time of the incident.

I've also looked at Lloyds' loss adjuster report and photos. This said there was a large tree near the front of the outbuilding that had grown directly alongside the roof and they suspected had caused pressure against the roof and compromised its structure over years. A large plant had also overgrown and spread across the full arch of the roof. There was evidence of roots penetrating the asbestos sheets and growing through the brickwork at the rear. They assessed that the damage was the result of a gradually operating cause due to the plants and trees compromising the structure.

I've also read the report provided by Mr W and Mrs W's builder. He said he wasn't an expert, but his opinion was that after the long dry summer, branches of an adjacent tree had become weak and after a heavy downpour had become waterlogged. The weight of the branches had then put pressure on the structure causing it to collapse.

An insurer is normally entitled to rely on its experts' findings. In this instance, both people who visited identified issues that indicated trees and foliage had likely affected the structure of the building. The loss adjuster concluded that this was likely to have been over a period of time and that it was therefore a gradually operating cause, which wasn't covered by the policy. I think it was reasonable for Lloyds to rely on its loss adjuster's report.

I've also thought about Mr W and Mrs W's builder's report to see if this made a difference. Although this suggested a cause of damage, the person said they weren't an expert. So, I don't think I can fairly put as much weight on this as Lloyds' reports. So, having thought about this, I think it was reasonable for Lloyds to rely on its experts' findings and to decline the claim on the basis that the damage was the result of a gradually operating cause.

As a result, I don't uphold this complaint or require Lloyds to do anything further in relation to it.

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 W and Mr W to accept or reject my decision before 6 September 2023.

Louise O'Sullivan
Ombudsman