

The complaint

Mr and Mrs R complain that Lloyds Bank General Insurance Limited declined a claim they made under their home insurance policy.

Mr and Mrs R are joint policyholders. As most of the communication relating to the complaint has been from Mr R, I'll refer mainly to him in my decision.

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

What happened

In late 2022, Mr R made a claim under his home insurance policy with Lloyds after discovering leaks in his roof. After arranging for a surveyor to inspect the damage, Lloyds declined his claim. It said it believed the damage was caused over time, also known as wear and tear, which his policy didn't include cover for.

Mr R raised a complaint about Lloyds' decision as well as the service he'd received.

Lloyds apologised for not giving him a better service and paid him £150. However, it maintained its position regarding the decline of the claim.

Mr R arranged for an architect from a construction firm to inspect the damage and provide a report. Lloyds said the independent report confirmed ongoing damage which was not of a one-off nature. It said this was not covered under the insurance policy and its decline decision remained.

Mr R remained unhappy and asked our service to consider the matter.

Our investigator didn't think the complaint should be upheld. He didn't think Lloyds' decision to decline the claim was unfair. He thought the £150 it had paid Mr R for service issues was enough to put things right.

Mr R disagreed with our investigator's outcome. He felt the numbers Lloyds used in its definition weren't realistic for the UK, meaning it would rarely have to deal with claims.

Mr R said the roof battens became exposed when he had to remove the felt to stop more water entering his house. He'd had a structural survey conducted on his house prior to purchase. There was no indication of the roof leaking or any damaged battens. He said it wasn't possible for him to repair a roof if he didn't know it was defective. He provided a screenshot from our website which he felt supported his position.

As Mr R disagrees with our investigator's outcome, the 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 R's complaint. I'll explain why.

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 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.

Mr R made his claim in late December 2022 after observing stains on his ceiling and discovering leaks in his roof.

The policy's terms and conditions define "storm" as follows:

"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."

The terms go on to say:

"We won't pay for any damage if your home is not in good condition. We will, however, pay claims for internal damage if you were unaware that your home was not in good condition and the damage was caused by torrential rain of 25mm or more in a day."

I've checked the weather reports around the date Mr R discovered the damage and these suggest the wind speeds were well below 55mph and the daily rainfall was less than 25mm. So there doesn't appear to have been a storm around the date the damage is said to have happened.

However, as Mr R isn't certain of the date of the damage, I've also considered the second question.

The surveyor Lloyds sent to Mr R's property in early January 2023 concluded that there was no storm damage to the property. Their report says the internal damage was not consistent with storm but due to the failure of materials externally.

The report from the architect Mr R asked to look at the roof says:

“As captured in the Insurers report, photos documenting rotten out tile battens, now exposed by the removal of felt from below indicates the gradual damage has been occurring for multiple years. It is difficult to put a timeline on the damage but we would estimate gradual water ingress has been occurring locally for 2-5 years to the point that timber tile battens have completely rotten out.”

This suggests the damage happened gradually, rather than due to a storm event or any other one-off event covered by the policy.

I appreciate Mr R wasn't aware that there was damage to his roof until he saw the stains on the ceiling in some of the rooms of his house. However, as the damage doesn't appear to have arisen from an insured event, I can't tell Lloyds to settle his claim.

Lloyds has acknowledged some issues in the service it provided to Mr R. I understand there were some communication issues and Mr R felt Lloyds' surveyor was unprofessional. However, I think the £150 Lloyds has paid Mr R sufficiently recognises the impact the poor service had on him. So, while I appreciate my answer will be disappointing for Mr R, I don't require Lloyds to do anything further.

My final decision

For the reasons I've explained, I don't uphold Mr and Mrs R's complaint.

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 9 February 2024.

Anne Muscroft
Ombudsman