

## **The complaint**

Mrs H is unhappy with the way Lloyds Bank General Insurance Limited (LBG) handled her home insurance claim following fire damage to her roof.

## **What happened**

Mrs H's roof was damaged by fire which spread from her neighbour's house. She claimed under her buildings insurance policy and LBG accepted her claim. However, Mrs H complained to LBG about its workmanship and its decision to reject her claim for damage caused by water leaking through her conservatory roof.

LBG agreed to review the workmanship issues with Mrs H but it maintained its decision to decline her claim for the conservatory roof. LBG said the damage was caused by wear and tear and it wasn't a direct result of the insured event.

Mrs H complained that she'd incurred financial loss, which LBG hadn't reimbursed, and she wanted assurance of the structural quality of repairs.

Our investigator upheld Mrs H's complaint and said LBG should reimburse the additional financial losses with interest, provide assurance that the roof was structurally sound and investigate the damp issues.

Mrs H didn't agree. While she accepted the outcome regarding the financial losses, she didn't think LBG was meeting its responsibilities. She didn't think it was fair that she should have to chase reimbursement of her excess from the neighbour's insurer; she complained that she'd been without heating and hot water during repairs, and she wanted a full structural guarantee for the whole house. Further, Mrs H didn't agree that the conservatory damage was due to wear and tear and asked for the issue to be reconsidered.

The complaint was 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.

I've decided to uphold Mrs H's complaint. However, while I realise this will come as a disappointment to her, I won't be asking LBG to do any more than our investigator proposed. I'll explain why.

### **Conservatory – water ingress**

Mrs H is unhappy that LBG hasn't accepted her claim for the conservatory roof, which caused damage inside her home. She said the water entered her conservatory when there was no roof on the main part of the house because of the fire. Mrs H completed repairs and asked LBG to cover the repair costs and complete the redecoration. LBG declined saying the damage to the conservatory roof was due to wear and tear.



Photos available to me show water dripping through the conservatory roof. Mrs H also has a video of the water entering her home. Although I haven't seen that video, there's no dispute that water came through the conservatory roof and damaged the interior decoration. So, I've looked at the expert reports prepared after each of the three inspections carried out by LBG's agents to understand why LBG declined this part of the claim. All three reports say the water ingress was caused by the inability of the conservatory guttering to handle the volume of rainwater coming from the main roof as well as the glass roof. While Mrs H says there were no problems in the past, the reports confirm that the conservatory gutters were blocked. From this, LBG's experts concluded that the gutters hadn't been maintained and it declined Mrs H's claim relying on the wear and tear exclusion.

I understand Mrs H thinks the water damaged her conservatory following damage to the house roof. However, I haven't seen anything in the evidence to explain why that would be the case – a well-maintained conservatory roof should be able to withstand rainwater running from the main roof. Nor have I seen any evidence of the repairs Mrs H is asking LBG to reimburse which might've provided some further insight. In the absence of any clear evidence to the contrary, I'm persuaded that LBG's three expert reports present a reasonable argument that the gutters failed due to wear and tear. As wear and tear is not covered under Mrs H's policy, I'm satisfied LBG reasonably declined her claim for repairs and redecoration of the conservatory.

### **Damp**

Mrs H complained there was damp in her home which only started after the fire damaged her roof.

Repairs didn't start to the neighbouring house until around eight months after Mrs H's repairs were completed. She says that during that time, water came through the neighbour's roof and caused the party wall to become damp.

LBG assessed the damp party wall and found staining and mould growth. But it also found other walls had high moisture readings. LBG accepted that the party wall could've been affected by the neighbouring property's state of disrepair, but it couldn't be sure that there wasn't an inherent damp issue.

Because of the uncertainty, LBG said it would arrange an investigation into whether the neighbour's damaged roof was allowing water ingress, and in turn causing damp walls in Mrs H's property.

The evidence doesn't persuade me that the true cause of the damp is known, so I can't fairly say LBG should or shouldn't carry out repairs. However, LBG has agreed to look into the cause, and I think that's a reasonable offer. I see no reason to ask it to do anything further up to this point. Once the results are known, that will be a new matter for Mrs H and LBG to discuss.

### **Heating and hot water**

Mrs H complained that she didn't have any hot water or heating for four months during repairs. LBG acknowledged that, but first it needed to replace Mrs H's boiler. The work was delayed because:

- it needed to test for asbestos before starting work;
- the flue needed to be extended;
- Mrs H asked LBG not to visit due to family illness, and
- appointments were limited due to the national lockdown.

The option of alternative accommodation was available to Mrs H, which she declined.



Having considered these points, I can't fairly say that LBG did anything wrong. While I understand the time without heating and hot water may have been uncomfortable for Mrs H, I can't see any evidence to indicate that the delays restoring heating and hot water were caused by LBG. It would be unfair to hold LBG responsible for rescheduled appointments due to Mrs H's family illness, or for limited availability of appointments during the national restrictions in place at that time. I note LBG was aware that Mrs H had essential facilities available to her, including alternative heating, so I don't think the evidence suggests it left her in a more vulnerable position. I won't be asking LBG to do anything more here.

### **Temporary repairs**

LBG fitted temporary roof coverings to protect Mrs H's home, but one of them was blown from the roof. She complained that water was getting into her home. LBG replaced the roof coverings, and then it installed a tin roof to provide greater temporary protection until a permanent repair could be done. But Mrs H didn't think it was reasonable for LBG to say it couldn't attend sooner because of covid restrictions. Without knowing the extent of work needed, I don't think it's fair to say LBG should've attended sooner to effect a better repair while national restrictions were in place.

I note that LBG offered Mrs H alternative accommodation at the start of her claim so she could minimise disruption to herself and family while her home didn't have a permanent roof, but she turned it down for personal reasons. Given the unusual circumstances with the lockdown, and Mrs H's refusal to move to alternative accommodation, I'm satisfied LBG responded fairly and reasonably to Mrs H's complaint. It offered alternatives, but Mrs H refused and I wouldn't expect it to keep repeating the offer. If Mrs H changed her mind about the alternative accommodation later on, she would've needed to let LBG know. So I don't think LBG fell short in its handling of this part of the complaint.

### **Financial loss**

Mrs H said she paid to have her satellite dish refitted but LBG didn't reimburse the cost. She also said she paid more for heating because she used her electric fire when her boiler wasn't working. Having considered these costs, I'm satisfied that they are additional financial losses incurred as a direct result of the fire damage claim. In the circumstances I think it's reasonable for LBG to reimburse Mrs H for the heating costs over and above that which she'd normally pay using her boiler heating. LBG should also reimburse the cost of the satellite dish refit on receipt of evidence from Mrs H. As the costs should already have been considered, I think it's fair for LBG to pay 8% simple interest per year on these additional costs from the day Mrs H incurred them to the date of settlement.

### **Claim handling**

Mrs H says the overall claim caused stress and affected her health, although she hasn't made reference to any specific service shortfall.

Having considered the evidence, I haven't identified anything which persuades me LBG failed to handle the claim reasonably. I can understand that the nature of the claim itself was upsetting, and it will undoubtedly have caused Mrs H some distress. But I can only consider the impact on Mrs H of a service shortfall resulting from LBG's actions. As I haven't seen any evidence of a service shortfall, and LBG isn't responsible for the fact that the claim was necessary in the first place, I see no reason to ask LBG to do anything here.

### **Missed appointments**

Mrs H said builders failed to turn up on occasions and she didn't think Covid restriction was a reason not to attend to external work. An occasional rescheduled appointment isn't unreasonable during works of this nature, and as I mentioned earlier, LBG didn't attend on one occasion because of illness with a member of Mrs H's family. But in the absence of any



evidence providing details of when LBG didn't attend, I can't reasonably say it did anything wrong.

### **Structural report**

Mrs H asked for a full structural guarantee for her property. I'd only expect LBG to provide a structural guarantee for the work it did, so I won't be asking it to do any more than provide a structural guarantee for the roof repairs.

### **Excess**

Mrs H wants her excess payment returned. It's understandable that Mrs H is frustrated that she incurred costs through no fault of her own, but LBG is only responsible for covering the costs of the insured loss. I know LBG tried, unsuccessfully, to recover the excess and some of the costs from the responsible third party. It is now up to Mrs H to pursue this with the third party as the excess is not an insured loss.

### **My final decision**

For the reasons given above, my final decision is that I uphold the complaint and Lloyds Bank General Insurance Limited must:

- on receipt of evidence, reimburse Mrs H for the heating costs over and above that which she'd normally pay using her boiler heating;
- reimburse the cost of the satellite dish refit on receipt of evidence from Mrs H;
- as the costs should already have been considered, pay 8% simple interest\* per year on these additional costs from the day Mrs H incurred them to the date of settlement, and
- provide a structural guarantee for the roof repairs Lloyds Bank General Insurance Limited completed.

\*If Lloyds Bank General Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mrs H how much it's taken off. It should also give Mrs H a certificate showing this if she asks for one, so she can reclaim the tax from HMRC if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 20 June 2022.

Debra Vaughan  
**Ombudsman**