

## **The complaint**

Miss S and Mr S are unhappy Lloyds Bank General Insurance Limited (Lloyds) have declined their claim for storm damage on their home insurance policy.

## **What happened**

The background of this complaint is well known to both parties and has been detailed by our investigator previously. So, I'll summarise the key points I've focused on within my decision.

- Miss S and Mr S made a claim in February 2022 and Lloyds requested they provide two quotes for the works required.
- Lloyds considered the costs to be too high and so chose to use its own contractor to provide a report as to the cause of damage. Upon inspection of the damage, the claim was declined due to it being a result of wear and tear, and not a storm.
- Miss S and Mr S were unhappy with the claim decision and made a complaint. Whilst Lloyds maintained its decision to decline the claim, it recognised the level of service had been poor and offered £175 compensation.
- Our investigator considered the complaint and initially upheld it, saying he didn't feel B had shown the cause of the damage was wear and tear.
- Lloyds then provided further photos and comments which persuaded our investigator that the storm had highlighted an ongoing issue with the roof, and that the storm hadn't been the main cause of the damage.
- Miss S and Mr S disagreed with our investigator, saying Lloyds hadn't inspected the correct part of the roof. And they disagreed with the surveyor's comments. So, they asked for an Ombudsman's decision on their complaint.

## **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 considering a storm complaint, our service considers three main questions. The first one is whether there was a storm at the time the damage is said to have occurred. Lloyds accepts there were storm conditions around the date of loss, so I've considered the next two questions.

Starting with, whether the damage to Miss S and Mr S's property is consistent with what I'd expect a storm to cause. And if it is, whether the storm was the main cause of the damage that's being claimed for.

Miss S and Mr S say the felt roof lifted during the storm and caused leaks internally. This type of damage isn't unusual in a storm, so I need to consider the evidence to see if the storm was the main cause of the damage.

Miss S and Mr S didn't instruct their own surveyor or professional to consider the damage. Whilst I understand Lloyds only requested they provide quotes for the repairs needed, this means I don't have any evidence from a professional which supports Miss S and Mr S's view that the damage was caused solely by the storm. The onus is on them as the policyholders to show they have a valid claim that can be considered under an insured peril of the policy.

I've seen pictures of the roof, and comments from a surveyor who attended, along with a report from Lloyds that details evidence of the wear and tear. The roof is a bitumen felt roof and these types of roof do have a limited life span, meaning that over time the felt will lose its ability to remain watertight. Whilst Miss S and Mr S say they kept the roof clean and free of debris, this isn't the same as maintaining the felt.

From reviewing the photos, it's apparent the felt lining above where the water ingress has happened is shown to be slightly dipped and deflected. I wouldn't expect a well maintained and tight felt roof to be showing areas of deformation. I'm persuaded that even if this type of roof does show this, it's not something that would've been a result of a storm. Instead I'm more inclined to say that this would've been something that has happened over time.

For the damage to be considered as a result of a storm, it has to be shown that there weren't any contributing factors which would've affected the performance of the roof. I'm satisfied that the expert reports have highlighted that the roof is showing signs of general wear and tear and in need of maintenance. And I can't identify that the storm conditions were the sole cause of the damage.

Therefore, I consider Lloyd's decision not to settle this claim for storm damage to be fair and reasonable. I understand Miss S and Mr S will be disappointed with this outcome, and I acknowledge their comments on the investigations that were carried out as part of the claim. However, based on the evidence I've seen, I don't consider that there's a valid claim for storm damage for Lloyds to answer here.

I do recognise that Lloyds could've provided a better claim journey, however it has already made an offer to pay £175 compensation to settle the complaint and I think this offer is fair in all the circumstances. I understand Miss S and Mr S accepted the £100 compensation but rejected the £75. I will therefore direct Lloyds to pay the remaining £75 compensation.

### **My final decision**

So, my decision is that Lloyds Bank General Insurance Limited should pay £75 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S and Mr S to accept or reject my decision before 17 November 2022.

Angela Casey  
**Ombudsman**