

The complaint

Miss W is unhappy with Lloyds Bank General Insurance Limited's (Lloyds) handling of a claim for storm damage made under her buildings insurance policy.

Any references to Lloyds include its agents.

What happened

In November 2022, Miss W made a claim to Lloyds, saying her home had been damaged by storm conditions. Lloyds arranged for a surveyor to inspect Miss W's home. There was internal damage to one of the bedrooms where the ceiling had collapsed, and there were elevated moisture readings on the walls and the flooring was damaged.

The surveyor also set out there was damage to the roof of the property. They said rows of tiles had slipped forward which exposed the loft space. They later said the roof battens had collapsed below the tiles and this led to the movement. Lloyds also noted there were weeds in the gutter which they said restricted the flow of water to the downpipe. They said a later inspection of the pictures taken revealed a hole in the fascia board which led to the roof battens collapsing. On balance, they considered the damage had occurred gradually over time and the claim was declined. Miss W complained to Lloyds, and it issued its final response saying the claim remained declined. It said storm conditions as defined by the policy hadn't occurred when the damage was noticed, and they considered the damage occurred over time. But Lloyds offered Miss W £150 compensation for its handling of her claim.

Miss W asked us to look at what had happened. Our investigator said Lloyds should reconsider the claim for both the external and internal damage, as she felt it was reflective of a large quantity of water entering the property over a short period of time and more aligned to storm damage, rather than occurring gradually. She agreed the £150 compensation offered by Lloyds was sufficient.

Miss W accepted our investigators opinion, but Lloyds didn't. It later agreed to reconsider only the internal damage, saying the roof had been poorly maintained so the claim for external damage remained declined. Our investigator put this offer to Miss W but she didn't accept and Lloyds later retracted the offer. So, this matter 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.

Both sides have made substantial submissions and I've carefully considered everything both sides have said. My decision here focuses on what I consider to be the most relevant issues.

When considering a claim for storm damage, we consider three key questions:

- Was there storm condition weather?

- Is the damage typical of what a storm can cause?
- Was the storm the main cause of the damage?

This policy defines what it considers to be storm conditions and I've included the relevant extract from the policy below:

"6. Storm

*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."*

I've considered the weather reports provided for the time Miss W noticed the damage. Whilst the recorded wind speeds didn't quite reach 55mph, I'm satisfied the wind speeds ahead of the damage being noticed were sufficient for me to conclude storm conditions had occurred.

In addition to this, I consider the damage Miss W is claiming for is typical of damage caused by storm conditions. It's not unusual for us to see claims for slipped roof tiles. It's also not unusual for us to see claims for water ingress after roof tiles have slipped.

I'm satisfied the answer to the first two questions is yes. However, the bigger question here is whether the storm was the main cause of the damage to Miss W's home. I need to decide if I'm satisfied Lloyds has acted fairly in relying on the gradually operating clause exclusion it has to decline Miss W's claim.

Lloyds says storm conditions weren't the main cause of damage to Miss W's home. In brief, it says the roof was not well maintained, noting there was significant moss covering it. They also highlighted damage to an ariel which they believe happened several months before. Lloyds also said the guttering was blocked, causing water to damage to the fascia board behind it. They've also said the roof battens were rotten and the felt was in poor condition and it was a combination of these things gradually deteriorating over time which caused the roof tiles to slip during the storm conditions.

On the other hand, Miss W says there was one area of felt that was damaged in the loft space, but this was where the tiles had slipped. She said she'd provided photographs to show the battens weren't rotten and the surveyor sent by Lloyds had stood in her garden with her and told her that it was impossible to see the damage to the fascia board or guttering from that point.

I'll start by considering the external damage first. I've reviewed the report from the surveyor instructed by Lloyds. He said the roof battens collapsed below the tiles and the reasoning given for the collapse is that they've gradually deteriorated as a result of the water overflowing from the blocked guttering. But I haven't seen any photographic evidence of these collapsed battens, and I would have expected the surveyor to have captured this during his inspection of the loft space, given this formed the main reason for declining Miss W's claim. It's accepted the roof tiles slipped and I consider it's plausible this slip could be responsible for the felt being ripped. Miss W argues the felt was in good condition throughout the rest of the loft and is only damaged where the tiles slipped. I can't see any photographic evidence to refute her claim. And I note the surveyor made the key finding the slipped tiles *"exposed the loft space"* so I think it's accepted this led to water entering the loft during the storm conditions.

The surveyor noted damage to the fascia board but according to his report, says this was identified later when the images were more closely inspected. The surveyor says overflowing water from the guttering flowed beneath the roof tiles and caused the roof battens to rot. I've not been provided with any specific photographic evidence to support this conclusion about the roof battens, or that their collapse was the dominant reason for the tiles lifting.

Miss W says when she stood with the surveyor in her garden and looked at the house, the damage to the fascia board could not be seen. On review of the images, I'm persuaded by her account of this, as the tiles had slipped and connected with the drainpipe and it's hard to see the fascia board behind this. Though I do note there does appear to be some vegetation in the guttering shown in the photographs provided.

The exclusion Lloyds is seeking to rely on to decline the claim says: "***we won't pay claims for...Damage that happens slowly over time***". But I'm not persuaded Lloyds has sufficiently demonstrated the roof battens had rotted and these alone were the cause of the tiles slipping. If this was the case, I would have expected it to evidence this with photos to accompany the surveyor's report. The roof battens would have likely shown some signs of being wet, given how much water entered the roof space, but I haven't seen any evidence of rotten battens being the main cause of the roof tiles slipping.

The circumstances of this case are finely balanced, but my role is to decide which parts of the evidence provided I find most persuasive. Here, I don't find Lloyds has sufficiently shown the damage occurred gradually and storm conditions were not the main cause of the damage to Miss W's home.

Lloyds suggested water had entered Miss W's property slowly and says the moisture level readings on the wall support this. Miss W says it took several days for Lloyds to arrange for a surveyor to attend her property, so this accounts for why the walls were so wet. And that any damage Lloyds say was pre-existing to the walls was hidden by the wallpaper in place before the room experienced such damage. I'm persuaded by this. Miss W has been consistent in her accounts of the steps she took when she found the damage and I think it's more likely that she acted as soon as she became aware of the damage to her home.

With this in mind, I require Lloyds to reconsider the storm damage claim for the internal damage and review the invoices and paperwork relating to the external repairs that have already been carried out.

I can also see this has been a very worrying time for Miss W. Lloyds has acknowledged its handling of the claim fell below the standard expected and offered Miss W £150 in respect of this. Miss W didn't consider this payment went far enough to recognise the worry and distress this matter has caused her. I appreciate this has been a worrying time for Miss W, and she has only been able to have the external repairs carried out. However, I'm minded to conclude the compensation offered by Lloyds is sufficient to reflect the distress and inconvenience she experienced.

My final decision

My final decision is that I uphold this complaint. To put things right I require Lloyds Bank General Insurance Limited to:

- Reconsider Miss W's claim under the storm damage clause for the internal and external damage to her home.
- Pay £150 for the distress and inconvenience experienced if this has not already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 26 October 2023.

Emma Hawkins
Ombudsman

