

The complaint

Mr F and Mrs F complain about Lloyds Bank General Insurance Limited trading as Halifax ("Halifax") for declining their claim for damage to a Velux window during extreme heat. They want Halifax to settle their claim.

What happened

Mr F and Mrs F have owned their home for around 2 years. They insure the building with Halifax.

On their attic room of their home there is a Velux window, which is around 6 years old.

In July 2022, during the extreme weather heatwave, damage occurred to their window.

The window had been kept closed and, when they opened it in the evening, the frame distorted taking part of the frame almost to a right angle with the window. The glass remained intact.

They submitted a claim to Halifax under the accidental damage section of their buildings' insurance.

Halifax sent an assessor to look at the window and to prepare a report. The assessor considered that the damage was not covered by the accidental damage section and concluded it was from the heat expansion which occurred over time.

Halifax subsequently declined the claim and Mr F and Mrs F complained. They felt that the circumstances of the damage met the definition of accidental damage.

Halifax sent its final response in August 2022. It maintained its decision to decline the claim but acknowledged some failings in customer service. It offered Mr F and Mrs F £50 compensation to reflect this.

Mr F and Mrs F were not happy and contacted us.

One of our investigators looked into this and did not recommend that the complaint be upheld. They considered that Halifax had made a reasonable decision based on the heat expansion of the frame.

Mr F and Mrs F did not accept this and asked for an ombudsman decision.

I issued a provisional decision in respect of this complaint in June 2023.

In that decision, I explained that I considered that Halifax was wrong to decline the claim and that the damage met the definition of accidental damage. I considered that Halifax ought to settle the claim in line with the remaining terms and pay to Mrs F and Mr F £100 compensation for their distress and inconvenience.

That provisional decision has been shared with the parties and they have been invited to comment.

Both parties have acknowledged the decision and accept the decision.

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.

As the parties have indicated their agreement and there have been no further arguments or evidence received, I remain of the view set out in my provisional decision. I adopt that decision and reasons as my final decision.

My final decision

For the reasons given above, and in my provisional decision, I uphold Mrs F and Mr F's complaint and direct Lloyds Bank General Insurance Limited trading as Halifax to:

- Settle Mr F and Mrs F's claim in accordance with the remaining policy terms; and
- Pay to Mr F and Mrs F £100 compensation for their distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr F to accept or reject my decision before 13 August 2023.

Laura Garvin-Smith
Ombudsman