

The complaint

Miss B complains about Lloyds Bank General Insurance Limited's handling of her home insurance claim.

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 October 2022, Miss B made a claim under her home insurance policy with Lloyds for damage to her property and contents, which she said was as a result of a storm.

In late January 2023, Miss B raised a complaint with Lloyds as a loss adjuster hadn't visited to validate the claim. Several appointments had been cancelled and Miss B said she hadn't been contacted for a month.

Lloyds didn't respond to Miss B's complaint within the appropriate timeframe, so she asked our service to consider the matter. She said her claim still hadn't been settled, five months after she'd made it.

Lloyds responded to Miss B's complaint on 11 April 2023. It said Miss B had rescheduled an appointment that she'd previously accepted, and she hadn't been available when it was rebooked. The visit took place in March 2023.

Lloyds said the loss adjuster who attended in March advised the external works would not be considered under the claim, but Lloyds could look to cover the internals. A revised quote for these works was requested. Lloyds acknowledged that it hadn't yet provided a copy of the contractor's report that Miss B had requested. It apologised for any distress and inconvenience caused to Miss B and said it had taken her comments on board.

Lloyds issued a second final response letter on 1 June 2023 in response to some further concerns Miss B had raised. It said it had taken the opportunity to complete a further full claim review. It offered Miss B £600 to compensate her for inconvenience she'd experienced as a result of delays and a lack of communication she'd received throughout her claim.

Lloyds acknowledged that Miss B had challenged the cash settlement she'd been offered for the internal damage and said it had asked for this to be reviewed urgently.

Miss B remained unhappy. So, our investigator looked into her concerns. Our investigator didn't think it was unfair for Lloyds to decline Miss B's claim for external damage to the roof. She said if Miss B remained dissatisfied with the cash settlement Lloyds had offered her for internal damage, it would form the basis of a new complaint. The investigator thought Lloyds' offer of £600 for poor service was fair.

Miss B disagreed with our investigator's outcome. She didn't think the investigator had fully addressed her complaint. She said she was seeking settlement and determination of her

claim. She felt our investigator should have considered her concerns about the settlement for the internal damage to her property.

Miss B also made a number of comments regarding the external damage to her roof and referred to case studies on our website which she felt supported her position.

As Miss B disagrees with our investigator's outcome, her 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 reached broadly the same conclusions as our investigator. I'll explain why.

I've considered everything Miss B has told our service, but I'll be keeping my findings to what I believe to be the crux of her complaint. I wish to reassure Miss B I've read and considered everything she has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

I appreciate Miss B was hoping for a decision on indemnity and the settlement when she brought her complaint to our service. However, it isn't our services role to assess a claim. Our role is to resolve disputes between complainants and financial businesses. So, I've needed to consider if Lloyds has acted fairly and reasonably, in line with the policy's terms and conditions.

To be clear, in this decision I've only considered complaint points that Lloyds had the opportunity to look into and address in its final response letters of 11 April and 1 June 2023.

External damage to roof

When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the damage. Miss B's policy provides cover for loss or damage caused by an event listed in it. For Miss B's loss to be covered, it would need to fall under one of those events. If it doesn't – then the claim isn't covered and won't be settled. So, I've needed to consider whether Miss B has shown that an event listed in the policy caused the damage.

Miss B says the damage to her property was caused by a storm in October 2022.

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.

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

"A period of violent weather defined as: wind speeds with gusts of at least 48 knots (55 mph, equivalent to storm force 10 on the internationally recognised Beaufort Scale), or torrential rainfall at a rate of at least 25mm per hour, snow to a depth of at least one foot (30cm) in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass."

Miss B provided a weather report for the date of the incident which showed heavy rainfall of 27.81 mm and moderate winds of 22 mph.

Lloyds has accepted that the heavy rainfall meant that the policy's definition of "storm" was met. However, it says the damage to the roof wasn't considered to be storm related because the heavy rain didn't coincide with strong winds.

The loss adjuster who visited Miss B's property noted:

"The weather records I have viewed suggest that wind speeds were not storm related to enable us to consider that tiles would have been dislodged. IN my view the heavy rain has already highlighted an issue that was already there..."

Miss B disputes this. She says her roof was in good condition prior to the storm event and has referred to the report from her builder which says:

"The roof is a pitched roof and immediately I could see that quite a few slates were broken off and had fallen into the gully. Some other slates were in place, but had broken and some others were in place but had moved out of position. The rain had damaged some slates, but had caused other slates to become loose and when out of position had allowed water to get in. The damage to the slates was all on one side of the roof. The other side of the roof was fine and there was no missing or broken slates or damage. I inspected both sides.

What it looked like to me was that the really bad rain had cracked or dislodged the slates, breaking them or causing them to become loose. The damage had been done to one side, I think because of the direction of the wind when it happened, driving the rain on to one side of the house and not the other..."

Miss B has also provided a few photographs showing broken and dislodged slates.

I've considered the information Miss B has provided, but I don't think the damage to the roof is likely to have been caused by a storm. A roof in good condition should be able to withstand heavy rainfall, that isn't accompanied by high winds. Miss B has commented that the gully in the roof acted as a funnel or channel for wind. However, the recorded wind speed was much lower than what might be considered a storm. And I haven't seen any expert evidence to support Miss B's theory that the structure of the roof created an unusual wind condition that caused the damage. I appreciate the damage was only on one side of the roof, but I think the storm is likely to have highlighted an existing issue with the roof rather than being the cause of the damage.

Miss B has commented that Lloyds' loss adjuster didn't evidence a pre-existing defect in the roof because he didn't undertake a physical examination of it. However, as I've explained, the onus is on the policyholder to show that an insured event is likely to have caused the damage claimed for. So, Lloyds didn't need to find evidence of a pre-existing defect to decline this part of the claim.

Taking everything into account, I'm satisfied it was reasonable for Lloyds to decline the claim for damage to the roof, as it doesn't seem likely that the bad weather was the cause of the damage.

Internal damage

Miss B is also unhappy with the settlement Lloyds offered her for internal damage. She thinks our service should consider her concerns about this as part of this complaint because she sent the second quotation to Lloyds several days before its final response letter of 1 June 2023.

I understand Miss B's frustration regarding this. However, Lloyds made the settlement offer the day before the final response letter. It acknowledged that Miss B was challenging this with the loss adjuster. But it's clear that it hadn't considered the settlement as part of the complaint it was responding to. And a business has eight weeks to respond to a complaint. So, I'm satisfied that this issue is beyond the scope of the complaint Miss B has referred to us.

When Lloyds provided its file in late July it said Miss B's concerns about the settlement of the internal damage were being considered as a separate complaint. If Miss B is unhappy with the outcome of this or hasn't received a response, she can bring this to our service to consider separately.

Customer service

Lloyds has acknowledged that its communication with Miss B has been poor and its responsible for delays to the progress of her claim.

It looks like a couple of the appointments were cancelled because Miss B wasn't available at the time the loss adjuster could visit. However, from what I've seen I don't think Lloyds made sufficient effort to arrange an appointment at a time that was suitable for Miss B. And the visit didn't take place until around three months after the original appointment. So, I think Lloyds is responsible for delaying the progress of the claim.

I also think Lloyds' communication with Miss B after the loss adjuster's visit was poor. I can see Miss B chased for a copy of the report her builder had provided to Lloyds and there was a delay in this being shared with her. She also asked the loss adjuster to provide the correct measurements for the bedroom that needed decorating several times so she could get a quote for the work.

Lloyds' poor communication with Miss B was not only frustrating for her, but it also delayed the progression of her claim. Miss B wasn't offered a settlement for her claim until around seven months after she made it.

However, Lloyds has offered Miss B £600 compensation and I think this fairly recognises the distress and inconvenience she experienced as a result of its poor service.

In conclusion

I appreciate my answer will be disappointing for Miss B. However, I'm not persuaded, from what I've seen, that the damage to her roof is covered by the policy. Her concerns regarding Lloyds' settlement for internal damage are beyond the scope of this complaint, so I haven't considered these in my decision. And I think Lloyds offer of £600 is enough to compensate Miss B for the impact of its poor service on her.

Putting things right

Lloyds should pay Miss B £600 for distress and inconvenience.

My final decision

Lloyds Bank General Insurance Limited has already made an offer to pay Miss B £600 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Lloyds Bank General Insurance Limited should pay Miss B £600.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 3 November 2023.

Anne Muscroft
Ombudsman