

## The complaint

Mr A complained that his claim for storm damage was unfairly declined by Lloyds Bank General Insurance Limited ("Lloyds") under his home insurance policy.

## What happened

Mr A made a claim when a storm caused the felt from his flat roof to blow-off. Mr A said the damage exposed his roof which led to further damage internally to the second and third floor of his house.

Mr A was concerned about the damp in his house, so he didn't really want to wait for one of Lloyds' loss adjusters to assess the damage. Mr A said Lloyds told him that he could send in photos of the damage, and it could try to assess the claim virtually. Mr A said Lloyds had told him he can progress with the repairs, provided he shared evidence of the damage for it to validate the claim.

Lloyds reviewed the circumstances of the claim. It said the weather didn't meet the policy definition of a storm. It did send an assessor to review the damage, but Mr A had already replaced the roof, so it couldn't validate the claim on-site. Lloyds said it had advised Mr A that he *"could make temporary repairs to prevent further damage and not to complete a full repair as it may invalidate [his] claim as at the time [Lloyds] hadn't accepted liability"*.

Our investigator decided not to uphold the complaint. He said the wind speeds didn't constitute a storm, and he didn't think the weather was the main cause of the damage. Mr A disagreed, so the case has been referred to an ombudsman.

## 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 our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

The policy sets out a definition of a storm. It is defined as *"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"*.

Lloyds said the wind speeds didn't exceed 55mph, so it didn't think there was a storm. Our service has access to weather reports in the area. So, I have reviewed these reports for the period around the reported incident. The maximum windspeeds recorded are 54mph.

Given the weather at the time doesn't meet the policy definition for a storm, I can't say Lloyds has been unreasonable in saying there wasn't a storm.

Given the definition hasn't been met, I don't think Mr A has a valid claim under the storm peril within his policy. Therefore, I think Lloyds has been fair in declining the claim.

I appreciate Lloyds has provided a further explanation as to why it thinks wear and tear is the main cause, but given the storm definition hasn't been met, I don't see that there is need for me to consider the other questions. It wouldn't change my mind about whether Lloyds had been fair in its decision.

I've considered whether Mr A maybe covered for the internal damage within his property, even though the roof damage isn't covered. Sometimes insurers will look to cover damage internally under accidental damage. Unfortunately, having checked Mr A's policy schedule, he purchased "*bronze*" cover which doesn't include cover for accidental damage. He would've needed the "*silver*" or "*gold*" package to have a potential claim in this area. I can't see any other part of the policy where Mr A would have a valid claim. Therefore, I think Lloyds has been fair in its decision.

Finally, I've checked whether Mr A was given the wrong steer in having a permanent repair carried out to his roof. I don't think he was. There are comprehensive notes recorded of the communication between Lloyds and Mr A. It's clear that Mr A was advised to make a temporary repair as at that stage Lloyds hadn't accepted liability. So, I don't think Lloyds has done anything wrong. So, I don't uphold this complaint.

### **My final decision**

My final decision is I don't uphold this complaint. I don't require Lloyds Bank General Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 October 2024.

Pete Averill  
**Ombudsman**