

The complaint

Miss S has complained that Lloyds Bank General Insurance Limited declined a claim she made under her home insurance policy.

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.

Our investigator thought Lloyds had made a fair offer to settle the complaint. I agree, and for broadly the same reasons, so I don't think there's a benefit for me to go over everything again in detail. Instead, I'll summarise the main points:

- Miss S got in touch with Lloyds after she noticed water entering her home following bad weather.
- Lloyds declined the claim on the basis the roof damage was the result of longer term gradual deterioration and poor condition, rather than a single storm.
- After Miss S referred her complaint to this Service, Lloyds reviewed the matter again. It said it should have considered the internal damage, but hadn't done so. To put that right, it offered to inspect and consider the damage – and pay a total of £150 compensation for the delay and inconvenience caused during the claim. Lloyds maintained it was fair to decline the roof damage.

Roof damage

- The policy covers damage caused by storm – but not any damage caused gradually. So, for a storm claim to be accepted, there must be evidence of a storm – and it must be shown the storm likely caused the damage. Lloyds accepts there was a storm at the relevant time, so I don't think that point needs further consideration. The key question for me is whether the roof damage was likely caused by storm or not.
- Lloyds appointed a loss adjuster. They said there were signs of the roof sagging, which they thought had led to the tiles lifting at the front left of the building and letting water in. They also said there was deteriorated mortar. They thought all of this damage was indicative of a longer term problem, not a single storm.
- I know Miss S is concerned that the surveyor's investigation didn't focus on the area of the roof where water had entered. I can see most of the photos the surveyor took are of the back of the roof, so I can understand her concern. And it would have been preferable for the surveyor to take photos of the key area. But the text of the report is clearly focused on the front left. And I think some of the photos intended to show the broader sagging problem the surveyor described. So I'm satisfied the surveyor did consider the key area.

- Miss S took advice from a roofer, who said the roof was overall in a good condition, especially for the age of the building. They said tiles had lifted to the front left of the building and water had entered nearby. And the tile movement could be due to the adverse weather conditions. They also noted Miss S hadn't experienced problems until recently – despite living there for over ten years. Miss S provided photos which clearly show the area of the roof in question.
- The roofer later provided further comments. They said if there hadn't previously been gaps between the tiles and water ingress, then the storms were the cause of the roof damage. And the mortar damage could have been caused by adverse weather.
- In summary, the loss adjuster thought the damage was primarily caused by gradual deterioration and I'm persuaded that opinion is supported by the photos and reports. The roofer initially said the damage *could* be due to adverse weather. And later that the storms were the cause of damage *if* there hadn't been prior problems. As a result, I'm not persuaded the roofer positively identified storm as the cause of damage. And it gives the impression bad weather over a period of time may have contributed to the problem. This is more akin to the gradual deterioration the loss adjuster described than typical storm damage.
- Overall, I'm not satisfied the storm has been shown to be the likely cause of the roof damage. So, I'm satisfied it was fair for Lloyds to decline this part of the claim based on the information currently available. Miss S is entitled to take further advice – and I would expect Lloyds to consider the matter further if she does so.

Internal damage

- Lloyds has agreed to consider this damage, which I'm satisfied is reasonable in principle. I understand a loss adjuster recently visited Miss S to begin this process but, as that happened after Lloyds responded to Miss S' complaint in March 2024, it's outside the scope of this complaint and I'm not going to consider it at this time.
- If Miss S is unhappy with any matters since the March 2024 complaint response, including the recent visit, she's entitled to make a new complaint to Lloyds.

Claim handling

- Lloyds has accepted it didn't provide the service it ought to have done and I agree.
- I would have expected the loss adjuster to take photos of the key area of damage, in addition to writing about it and describing a sagging problem. That would have made their opinion and reasoning clearer and meant the discussion about the damage could have focused on the key area. Instead, at times, the discussion has steered away from the area of the water ingress – which is what Miss S claimed for – and to the roof in general. That's not helped bring matters to a timely resolution.
- I also would have expected the loss adjuster to have considered the internal damage during their inspection. Lloyds conceded that not doing so meant Miss S was later asked to provide information to support her claim – but that process wasn't straightforward and Lloyds didn't communicate clearly with Miss S about it. It also meant a delay looking into this damage for Miss S.

- Lloyds offered a total of £150 compensation to recognise the distress and inconvenience caused by the way it handled the claim, up to the March 2024 complaint response. I'm satisfied that's a reasonable amount in the circumstances.

My final decision

I uphold this complaint.

I require Lloyds Bank General Insurance Limited to:

- Consider the claim for internal damage.
- Pay a total of £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 4 October 2024.

James Neville
Ombudsman