

## **The complaint**

Mr and Mrs B complain that Lloyds Bank General Insurance Limited (Lloyds) has unfairly refused to meet a claim they made for damage to their property.

## **What happened**

In November 2023 Mr and Mrs B approached Lloyds to register a claim for storm damage to their property. Lloyds agreed to consider the claim, but after sending a consultant to look at the damage said it thought the storm highlighted previously existing damage – so it wouldn't meet the claim. Mr and Mrs B objected to that, so Lloyds asked a different consultant to review the initial findings, but eventually reached the same conclusion.

Mr and Mrs B complained but Lloyds wouldn't change its position, so they asked this service to review their complaint. In mid-2024 our investigator said he thought Lloyds had reached a fair conclusion based on the content of the two reports. That complaint was then closed.

In August 2024 Mr and Mrs B contacted us again. They said that they'd commissioned their own expert report on the cause of the damage – and that report concluded that the storm did cause the damage. They'd sent that to Lloyds, and Lloyds referred it to the consultant who'd originally visited the property. Based on his response Lloyds said it need not meet the claim. Mr and Mrs B complained to no avail, and asked us to review this second complaint.

Our investigator did that. He compared the new report with the comments from the consultant who visited the property shortly after the damage occurred. That consultant still thought the storm had highlighted pre-existing damage, and provided some extra detail about the physical state of the building. Our investigator thought Lloyds had acted fairly when it refused to meet the claim.

Mr and Mrs B don't think this is fair and I've been asked to decide the complaint.

## **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.

I should start by explaining that this decision is not about whether Lloyds fairly decided to not meet this claim when it was first made. This decision is only about whether the new information provided by Mr and Mrs B – and the specialists used by Lloyds to respond to the new report – should alter Lloyds original conclusions. In other words, does Mr and Mrs B's commissioned report over-ride the original decision.

I can't say it does. Firstly, as our investigator has said before, it's fair for Lloyds to rely upon the reports it commissions from experts. It's also fair for Lloyds to take into account all the information it receives. So Lloyds did the right thing by re-assessing the claim.

I think it reasonable for Lloyds to ask the expert who actually visited the property to comment on the new information. And I accept that he and Mr and Mrs B's consultant disagree as to

the cause of the damage.

However, I am mindful that the report commissioned by Mr and Mrs B is a desktop review based on photos. The response Lloyds got from their specialist was from someone who actually visited the site. In those circumstances I'd give more weight to the response from Lloyd's specialist. I'm also aware that Lloyd's specialist has been able to point to clear evidence of rotting wood and a lack of maintenance in the damaged building.

I'm therefore persuaded that Lloyds has fairly relied upon the opinion of its own specialist when deciding if it should meet this claim.

I do accept that Mr and Mrs B have pointed out some discrepancies in Lloyds consultants response about the building. They don't persuade me to change my decision. I say that because:

- Lloyds consultant says he could push his finger into rotted wood when he visited about three weeks after the storm. That sort of damage is caused by long exposure to damp and water, and I'm persuaded it must have built up over time.
- I accept that some exposed pieces of the building may have come off after the storm. But that doesn't mean the building was fully fit for purpose as Mr and Mrs B say. For example, there must have been some issues for the wood mentioned above to rot.
- I'm not persuaded that whether the door was moving or not and the fixings used is sufficient reason to change my findings. And I can't give much weight to Mr and Mrs B's comments about their children's play equipment being damaged also means the blockwork of the building would likely have been damaged by the storm. They are two different materials and will naturally react differently when exposed to weather over time and in a storm. So this comment doesn't change my conclusions.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 6 March 2025.

Susan Peters  
**Ombudsman**