

The complaint

Mrs A has complained that Lloyds General Insurance Limited turned down her claim under her home insurance policy for storm damage to the roof on her rental property.

Any reference to Lloyds includes its agents.

What happened

Mrs A reported damage to the roof on her property on 25 January 2024. Lloyds has said she was told she could carry out temporary repairs to prevent any further damage and that she should get a roofer to provide a report on the cause of the damage. Mrs A provided an estimate to replace the roof on her property of £13,800 inclusive of VAT. Lloyds has said that because this estimate was so high it decided to appoint a surveyor to inspect the damage. They attended the property on 12 February 2024, by which time the roof had been replaced. They met with Mrs A's tenant. They then sent a report to Lloyds on 12 March 2024 in which they said the claim should be repudiated as there was no evidence of an insured event.

Unfortunately, Lloyds didn't let Mrs A know her claim had been rejected until May 2024. And when she found out she made a complaint. Lloyds issued a final response at the end of May in which it apologised for not telling Mrs A her claim had been rejected earlier and incorrectly referring to the fact the surveyor had met with her. It said it would pay £75 in compensation for the poor service, but it was satisfied its rejection of the claim was correct.

Mrs A asked us to consider her complaint. One of our investigators did this and said it shouldn't be upheld. This was because she felt the evidence suggested the roof on Mrs A's property was in poor condition and it was this that led to the damage to it.

Mrs A didn't agree with the investigator's view and asked for an ombudsman's decision. She said her property was in very good condition. And the storm in January 2024 was the primary and main cause of the damage to her roof. She added that Lloyds initial decision to decline her claim was based on fabricated stories, inaccuracies and lies by the surveyor. She explained the surveyor never actually went into her property when he visited on 12 February 2024 and he didn't go and look at the back of the property.

Mrs A thinks the fact the roofer said her roof was made worse by the storms shows the damage to it was caused by a storm. And she's pointed out he did not mention gradual deterioration at all. Mrs A has also mentioned the fact there was no membrane under the tiles on her roof could be as a result of a previous repair carried out by Lloyds not being done properly.

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, despite my natural sympathy for Mrs A due to the significant amount she had to spend on a new roof for her property, I've decided not to uphold it. I'll explain why.

Like most home insurance policies, Mrs A's policy provides cover for damage to her property caused by a storm. My approach to complaints about claims for storm damage is to firstly consider whether there were storm conditions at the time the damage to the insured property occurred. And I'm satisfied there was a storm in the area of Mrs A's property in the night before she reported the damage to her roof. I say this because I've seen a weather report that states that windspeed got up to 47mph on this day. And that is what we generally consider to be storm force. I appreciate Mrs A's policy defines storm force winds as at least 55mph, but I consider it fair and reasonable to use the normal definition of storm force winds, as this is in line with good industry practice. Also, the weather station that recorded a windspeed of 47mph is not directly beside Mrs A's property and gusts at her property could have been higher than this.

The next thing I consider is whether the damage claimed for is consistent with storm damage. And I'm satisfied at least some of the damage to the roof at Mrs A's property is consistent with this. I say this because tiles being blown off a roof is very common in storm force winds.

The last thing I consider is whether storm is the dominant and effective cause of the damage to the roof. This is because if a roof is in poor condition it will not be able to withstand storm force winds and would be likely to fail at some point in strong winds that aren't storm force. And this would mean the dominant and effective cause of the damage would be the poor condition of the roof, as opposed to the storm. And I think this was the case with Mrs A's roof. I say this because, while her roofer didn't actually say her roof was in poor condition, he did say that numerous tiles had slipped down and were broken on the front and back. And the under eave tiles and cement had perished. Also, he thought it necessary to replace the whole roof. I think these comments and his decision to replace the whole roof suggest it was in poor condition.

I've also seen photographs of the front and back of the roof at Mrs A's property. And the large number tiles that were missing on the back of the roof near the ridge suggests to me they were not really secure and that the roof was in poor condition; and in need of replacement. In addition to this, the surveyor reported that the tenant told him there had been ongoing problems with the roof over a long period of time with birds managing to get into the roof space. I appreciate Mrs A has said she wasn't aware of this. But I have no reason to doubt the surveyor's recollection. And it also reinforces my view that the roof was in poor condition.

And there is nothing to suggest the previous repair carried out by Lloyds was insufficient and the fact the roof had no membrane was anything to do with this.

In summary, based on the evidence provided, I am satisfied that the roof at Mrs A's property being in poor condition was the dominant and effective cause of the damage Mrs A claimed for.

I appreciate Lloyd's handling of the claim wasn't particularly good at times. Especially, not letting Mrs A know it had decided to turn down her claim and saying its surveyor had met with her when he had met with the tenant. But this doesn't mean Lloyds' decision to reject the claim was wrong. And, while Lloyd's handling would have caused Mrs A some distress and inconvenience, I think its admission of its errors, apology and the compensation it paid was sufficient.

In view of what I've said, it follows that I do not consider it is appropriate to uphold Mrs A's complaint.

My final decision

For the reasons set out above, I don't uphold Mrs A's complaint about Lloyds Bank General Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 5 January 2025.

Robert Short
Ombudsman