

The complaint

Mr T has complained that Lloyds Bank General Insurance Limited (LBGI) unfairly declined a claim under his home insurance policy for storm damage.

What happened

On 5 February 2024 Mr T made a claim to LBGI after he noticed damage to his roof following a storm. LBGI asked for photos of the damage, a cause of damage report and a quote from Mr T's roofer. Mr T sent that information on 21 February. He said a ridge tile had come off the roof. When his roofer went to replace it, he found that one of the main roof purlins had become dislodged and propped the roof up as a temporary measure.

LBGI sent a loss adjuster to inspect the damage on 26 February. After receiving the loss adjuster's preliminary report LBGI decided to instruct a surveyor. The surveyor inspected the roof on 15 March. They reported that the roof was overloaded since the original roof slates had been replaced with heavier concrete tiles. They thought the main roof timbers had already been under stress and failure would have been inevitable at some point regardless of the storm.

In the light of the surveyor's report LBGI said it wouldn't accept responsibility for replacing or repairing the roof as it didn't think the storm had been the main cause of the damage. It offered Mr T £50 compensation for the delay in considering the claim.

Mr T brought his complaint to this service. Our Investigator didn't uphold the complaint. She didn't think LBGI had treated Mr T unfairly. In response Mr T provided evidence from the manager of a local roofing company that the old slate roof probably would have weighed more than the concrete tiles per square metre.

As Mr T didn't agree, the matter has been referred to me.

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.

In considering this type of complaint, there are three questions we usually ask. If the answer is "no" to any of these questions, then we think it is reasonable for an insurer to decline a claim for storm damage.

The first is whether or not there was a storm at the relevant time. LBGI accepted that there was a storm in the area near the property around the relevant time.

The second question is whether the damage to the roof is consistent with what I'd expect a storm to cause. I think it is. Ridge tiles are often dislodged by storm force winds.

The last question we normally ask in this sort of complaint is whether the storm was the main cause of the damage. In deciding this, I usually rely on expert evidence. In this case I note

that LBGI's surveyor thought the main cause of damage was the roof being overloaded rather than the storm. He reported:

"...the property was already experiencing significant roof spread to the left hand side of the property as seen by Google Street View May 2021 (see photographs). At eaves level the fascia and soffits had a significant outwards bow. It is also evident that both the ridge and the hipped rafter have suffered from deflection and that the cause of this is almost certainly associated with the heavier replacement roof covering. Additionally we can see that prior to the recent event, repairs have been needed to the ridge close to the point of failure and the ridge board is uneven across its length (see photographs).

The main timbers will already have been under stress that had caused notable and gradual roof spread. Failure would have been inevitable at some point."

In my opinion the photos taken by the surveyor support LBGI's findings. The photos show the outward bow of the roof in 2021 pre-dating the storm. LBGI was entitled to rely on its surveyor's report to decline the claim for the damage to the roof and I don't think it was unreasonable for it to do so.

I do accept that concrete tiles can be lighter in weight than slate ones. But without knowing what sort of slate tiles were on the roof of Mr T's property previously, it's hard to know whether the concrete tiles there now are heavier than the previous slate ones. What I do think is significant is that for whatever reason, the evidence seems to show that the roof was already bowed and damaged before the storm.

Ultimately it's for the insured to show that an insured event (in this case, a storm) was the main cause of the damage. Unfortunately for him, I don't think Mr T has thrown sufficient doubt on the surveyor's conclusions to make me think that LBGI should change its position on this.

I'm only deciding this case on the balance of probabilities, not beyond reasonable doubt. In other words, I'm looking for evidence as to the most likely cause of the damage. Based on the surveyor's evidence I think LBGI has shown it is more likely than not that the storm highlighted pre-existing issues with the roof rather than being the predominant or main cause of the damage. It follows that I think LBGI's decision to reject the claim was fair and reasonable.

LBGI did take longer than I'd expect to reach a decision on this claim. But in the circumstances I think the compensation offered of £50 was fair and reasonable.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 2 January 2025.

Elizabeth Grant
Ombudsman