

## **The complaint**

Ms E complained that Lloyds Bank General Insurance Limited ("Lloyds") unfairly declined her claim for damage to her property during a storm. She was unhappy with the how Lloyds' appointed surveyor approached his work. Lloyds were providing a home insurance policy.

## **What happened**

Ms E made a claim to Lloyds following a storm, for damage to her roof. Rainwater penetrated the roof and caused further damage internally.

Lloyds appointed a surveyor to review and validate the claim. Unfortunately, Ms E was unwell at the time the appointment was booked and for the surveyor's visit. She said she felt intimidated and bullied into going ahead with the appointment.

Ms E didn't feel comfortable with the surveyor's approach to his work. She thought he was abrupt and offhand. She said she felt intimidated to accept his findings.

Based on the surveyor's report, Lloyds decided to decline the claim. It said the wind speeds, nor rainfall met the policy definition for what was classed as a storm. Therefore, it said the primary cause of the damage was through wear and tear, rather than the bad weather. Lloyds did apologise for the level of customer service and paid Ms E £100 compensation for the distress and inconvenience caused.

Our investigator decided not to uphold the complaint. She thought Lloyds had declined the claim fairly and in line with the policy terms and conditions. She thought the compensation paid by Lloyds was reasonable in the circumstances. Ms E 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.

Insurance policies don't generally cover all eventualities / risks. If they did it's likely they'd be cost prohibitive as the risk an insurer would be taking on would be so high. So, what insurers do to manage the risk of cover they take on, is put limitations on the type of claims they will cover. Insurers do this by defining the perils it will cover (e.g., fire, flood, storm) and it will set out conditions and exclusions which provide the parameters around what circumstances it will pay out a claim. This way policies can be more affordable to consumers, whilst still providing a pragmatic level of cover.

I appreciate bad weather contributed towards the damage Ms E experienced at her property. However, having reviewed the evidence and the circumstances of this complaint, I think Lloyds has acted fairly, as it has reasonably applied the terms and conditions in the policy to decline the claim. I'll briefly explain why.

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?

Ms E said Lloyds' call agent said due to the bad weather that Ms E could make a claim. At this point the agent wouldn't have been aware whether the weather was severe enough to meet the policy definition of a storm. She advised Ms E to raise a claim as it was possible the damage may have been covered by the policy.

At this point in the proceedings, the claim hadn't been validated. As part of the claim validation (which was done after the initial call was made), Lloyds reviewed the weather conditions at the time of the reported incident.

The policy sets out that it will cover damage caused by a storm. The term "*storm*" is defined in the policy as "*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 highest winds around the time of the reported incident were 52 mph. Our service has access to weather records, so I've checked what Lloyds have said. I can confirm the wind speeds didn't meet the threshold for a storm (as defined in the policy) in the two-week period leading up to the rainwater leaking into the house.

Therefore, I think Lloyds were fair to say a storm didn't occur. Therefore, as a storm didn't occur, this claim wouldn't be covered under the storm peril in the policy. So, I don't need to consider the other two questions.

I know Ms E is vulnerable, so she may not have noticed the wear and tear to her roof that Lloyds pointed out in the survey. I've noted there is a clause within the policy which may provide Ms E a different opportunity to make a claim for the damage. The clause states "*we will, however, pay claims for internal damage if you were unaware that your home was not in a good condition and the damage was caused by torrential rain of 25mm or more in a day*".

Unfortunately, however, having checked the weather reports again, the rainfall didn't breach this level in 24 hours, so Ms E wouldn't be able to claim for her internal damage under this clause either.

Ms E didn't take accidental damage as part of her policy, so I can't consider the claim under this peril.

Therefore, for the reasons I've set out I think Lloyds has been fair to decline the claim, as the policy doesn't cover the circumstances set out in this claim.

Finally. I've considered the compensation paid by Lloyds for the drop in customer service it provided. I think the £100 paid is in line with our compensation framework and reasonably covers the distress Ms E may have felt when speaking with the call agents and dealing with the abruptness of the surveyor. I also think it was reasonable that Lloyds apologised for how this made Ms E feel.

In summary, I don't think Lloyds has done anything wrong. So, I don't uphold this complaint.

### **My final decision**

My final decision is that 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 Ms E to accept or reject my decision before 8 January 2025.

Pete Averill  
**Ombudsman**