

The complaint

Mrs C and Mr C complain that Lloyds Bank General Insurance Limited have unfairly declined their claim for storm damage to their property.

What happened

Mrs C and Mr C had a buildings insurance policy with Lloyds.

On 2 January 2024 Mrs C and Mr C contacted Lloyds to make a claim following Storm Henk causing damage to the flat roof of their property.

They contacted Lloyds who couldn't send a contractor out until 8 January, so Mrs C and Mr C used a local roofer to provide temporary repairs, and then contracted with that supplier to perform a permanent repair as they were concerned about the internal damage being caused to their property whilst the roof was exposed. That work was due to start on 8 January.

Lloyds declined the claim, saying that they couldn't validate the claim as when they arrived to do the survey, Mrs C and Mr C already had a roofer on site and repairs had started. They also said that as Mrs C and Mr C had proceeded with the repairs when they had been advised not to, they had prejudiced Lloyds ability to assess the claim properly.

Mrs C and Mr C were unhappy with this and brought their complaint to us.

One of our investigators looked into the complaint and he upheld their complaint and thought that Lloyds should reinstate the claim and determine it in line with the remaining terms and conditions of the policy. He also recommended they pay £500 for the distress and inconvenience caused.

Lloyds disagreed with our investigator's view, and so the case has come to me to review.

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.

My role is to decide whether Lloyds reasons for declining the claim are in line with the terms and conditions of the policy and fairly applied. I've decided to uphold this complaint and I'll explain why.

Validation of the claim

Lloyds say in their complaint response on 11 April 2024 that they are unable to validate the claim as when their contractor attended the site to inspect the damage, there were already roofers on site undertaking repair work.

Lloyds have provided further reasoning in their submission to us dated 4 October 2024 in which they have said that when their contractor arrived on site Mrs C and Mr C's contractors had "control" of the site and they weren't authorised to halt or disrupt their work.

The records show that the only report from Lloyds contractor who visited on 8th January says:

"Water ingress into rear bedroom and bathroom. When we attended the customer had his own trades on site and were in the process of renewing the tabletop flat roof on the top floor approx. 7.5m x 4m. He informed us that his own trades would be carrying out the work to a complete finish. We cannot determine the cause of the damage as we did not inspect prior to works"

Mr C says that his own contractors arrived on site at 8.30 on 8th January but that they hadn't started any repair work by the time that Lloyd's contractor arrived at 10.00am to assess the damage. They had only removed the temporary tarpaulin that had been put on the day of the storm. Mr C has confirmed that Lloyd's contractor did go into the upstairs bedrooms to have a look at the water damage as well as going on the roof.

From the evidence I have seen, Lloyds appear to have sent a local roofing contractor rather than a surveyor. There is no evidence that he made any attempt to assess the damage or to explain to Mr C what access he needed in order to do so, he simply says he didn't inspect it. Mr C was clearly keen to have the damage assessed by Lloyds as part of his claim as he made several contacts with them asking for the assessor to come at the earliest opportunity, and so there is no reason why he would have obstructed a request to examine the damage.

Mr C could have asked his roofers to temporarily stop work for Lloyd's contractor to access the roof, take photographs and examine materials if he had been told it was required. The contractor didn't express any concern to Mr C on the day about his inability to assess the damage, and when Mr C asked him if he had everything, he needed he replied that he had.

We made further enquiries with Lloyds about this and they responded that:

"working at height and accessing a fragile damaged roof needs extreme caution. The structural condition of the roof was unknown. The roof surface was of a limited size, lacked protection from falls and had unknown operatives working on the surface. The risk assessment from the roofer was that they could not access the first floor safely and they could not venture on to the covering safely. Our contractor could not therefore gather evidence of the roof failure from their visit."

I'm not satisfied with this explanation. The condition of the roof and the access difficulties would have been the same whether Mrs C and Mr C's contractors were there or not, given it was a flat roof on a loft conversion, and in actual fact the scaffolding provided by Mrs C and Mr C's contractors made the roof more, not less accessible. Again, if the other contractors were an obstruction, this could have been resolved by requesting they stop work, but that didn't happen.

Lloyds have also said that roof materials had been removed when the contractor attended, but Lloyd's contractor's report doesn't say this, and Mr C has confirmed that the materials were still in place when he visited. Given that it was early in the morning, I consider it is likely that little or no work had yet been done, and even if stripping had started, all the damaged materials would still have been on the premises for examination of their condition. There is no evidence that Mrs and Mr C or their contractors refused to cooperate with Lloyds contractor. The contractors had already been engaged by Mrs C and Mr C to effect repairs

and so there was no reason why they wouldn't have assisted Lloyds, as it would not have impacted their job.

Undertaking unauthorised repairs

Lloyds have also raised a point that Mrs C and Mr C had continued to proceed with repairs despite being repeatedly told in calls that no repairs would be authorised until they had had the opportunity to inspect the roof.

They have also relied on the policy term at page 8 which says:

Please don't make repairs for any reason other than urgent repairs to stop the problem getting worse. For example, turn the water off at the mains, and call a plumber if there's a leaking pipe".

"If you need to make urgent repairs, take a photo before and after. Don't throw away any damaged items until we say so."

"You must help us look after your claim by doing what we ask."

- *"We may ask you to prove that your claim happened as you said it did."*

- *"If we ask for you to give us proof, you must give it to us or we might not be able to pay your claim."*

I've thought about this. I accept that Lloyds did make it clear to Mrs C and Mr C that they shouldn't get any repairs done before the roof was inspected, and that reflects what is in the policy booklet. However, I can also understand that Mrs C and Mr C were keen to mitigate any interior damage and were concerned about the extent of the loose materials on the roof. In addition, they had found a roofer who was able to undertake the work and I can see why they might want to press ahead, given the difficulties of securing contractors in the current market.

I have also taken into account of the fact that Mrs C and Mr C made Lloyds aware that they had agreed a start date for the work and made several contacts with Lloyds to ensure that the assessor was able to get out and inspect the roof before the work started, in fact securing him to come out on the morning of 8th January when work was due to start – so I don't think they were acting in bad faith here by getting the work completed. And again I would refer to the fact that they were not made aware that Lloyds contractor had found himself unable to assess the damage. Had they done so they would have had the option to halt repairs pending that inspection.

And so whilst I can see why Lloyds have made reference to this term in the policy, I don't consider it is fair for Lloyds to decline the claim for this reason as they did have the opportunity to inspect the roof before work started but their contractor failed to complete an assessment or advise Mrs C and Mr C that he had been unable to do so.

And so I think that our investigators resolution is fair, and I think that Lloyds should reopen the claim and continue to determine it in line with the remaining terms and conditions of the policy, and in line with our approach to storm claims.

I note that in their last response to us that Lloyds have responded giving their view on the three storm damage questions -which they say also give them good reason to decline the claim.

However, I won't be considering this further here as my decision only relates to the final response issued on 11 April 2024 and any issues relating to the determination of the three storm question are outside the scope of my investigation.

So Lloyds will need to continue with the claim and issue a determination on the issue of storm to Mrs C and Mr C for them to respond to.

If Mrs C and Mr C are unhappy with the outcome, they will then have the opportunity to raise a further complaint with this service.

Distress and inconvenience

I can see that the decline of the claim has had an impact on Mrs C and Mr C and that they feel they were not communicated with properly in respect of the inspection, which meant the outcome came as a shock as they felt they had complied. They have had to chase Lloyds for information about the decline, and the information received has been incomplete. They are also still out of pocket some months later and given that the claim will now have to be determined properly, the delay is continuing. As such I agree with the investigator that an award for distress and inconvenience is appropriate and so I am making the award below in line with our guidance on awards.

Putting things right

I think that in order to put things right Lloyds should

- Reinstatement the claim and proceed to determine and settle it in line with the remaining terms and conditions of the policy.
- Pay Mrs C and Mr C £500 compensation for the distress and inconvenience caused.

My final decision

My decision is that I'm upholding Mrs C and Mr C's complaint and directing Lloyds Bank General Insurance Limited to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 15 January 2025.

Joanne Ward
Ombudsman