

The complaint

Mr and Mrs D have complained about Lloyds Bank General Insurance (Lloyds)'s decision to reject a claim they made for storm damage under their home buildings insurance policy.

What happened

In March 2024 Mr and Mrs D made a claim to Lloyds for water damage from a leak coming into their home conservatory. Lloyds told Mr and Mrs D they would need to identify a cause of damage.

In April 2024 Mr and Mrs D contacted Lloyds again and said a builder hadn't been able to identify a cause of the leak of water into their home. As storm conditions had occurred during February 2024, Lloyds considered a claim for storm damage under the policy as an insured peril and appointed a Surveyor to inspect the damage.

The Surveyor reported that the damage had occurred gradually over time due to wear and tear and a breakdown of materials. The Surveyor confirmed there was no insured peril.

Lloyds rejected the claim as it said the policy excluded cover for this damage caused by wear and tear.

Mr and Mrs D complained about Lloyds' decision. They said the first agent they spoke to was unhelpful and the Surveyor didn't properly inspect for the cause of damage. They were unhappy with having to wait for a long time to speak to Lloyds when they called.

Lloyds said its decision was correct – and it said the first agent had given correct information to Mr and Mrs D. It apologised for taking longer than usual to answer calls during March 2024. It said this was due to receiving a high volume of calls for claims due to bad weather in this period.

Mr and Mrs D asked us to look at their complaint. One of our Investigators didn't recommend the complaint should be upheld. He thought Lloyds had reached its decision reasonably.

Mr and Mrs D didn't agree. They said a builder has since told them the cause of damage was due to missing tiles on the roof. They're unhappy that the Surveyor didn't inspect the roof.

Our Investigator gave Mr and Mrs D time to provide a report from the roofer to confirm their findings. But since October 2024 we haven't received a report.

Mr and Mrs D want an ombudsman to decide as they don't agree with Lloyds' decision.

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.

As the Investigator explained, insurers don't provide cover for every eventuality, but for specific insured perils such as fire, flood or storm. In other words, sudden unforeseen events.

Like all other insurers, Lloyds excludes cover for damage caused by wear and tear.

Lloyds agreed to consider the claim as a storm damage claim, which I think was reasonable. Having said that, I don't think the information the first agent gave Mr and Mrs D was wrong. It isn't unusual to ask a customer to establish a cause of damage before proceeding with a claim, if it isn't likely to be something covered under the policy.

As Lloyds considered the claim for damage under the insured peril of 'storm', I've followed our approach to these types of complaints. We ask three questions when considering storm damage claim complaints. They are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

Lloyds agreed to consider the claim for storm damage as it identified that storm conditions had occurred in the month of February 2024. So it isn't in dispute that storm conditions occurred on or around the date the damage is said to have happened. So the answer to the first question is 'yes'.

But I find the answers to the second and third questions are 'no'. The damage isn't consistent with damage a storm typically causes: being a sudden episode of violent weather. The damage shows water ingress over a long period of time. The wallpaper and paintwork shows signs of peeling from the walls. Before Lloyds' Surveyor attended, Mr and Mrs D said they had appointed a builder to locate the cause of the water leaking into their home, but they were unable to find the location or cause.

The Surveyor provided photos of the damage – and Mr and Mrs D have provided further photos for us to consider too. The Surveyor reported that the damage was caused by water ingressing over a long period of time. Lloyds wrote:

"The cause of rainwater entering your home is due to failure of rendering above your lead flashing at the rear elevation of your conservatory. Your internal damage is as a result of rainwater entering your home gradually over time due to the failed rendering."

Having reviewed the photos provided by both parties, I'm satisfied that Lloyds reached its decision to reject the claim in a reasonable way and in line with the policy. I think the evidence reasonably shows the cause of damage was due to wear and tear gradually over time, caused by a breakdown of materials. As Mr and Mrs D haven't provided evidence of equal weight to contradict the findings of the Surveyor and Lloyds, I'm not asking Lloyds to change its decision.

I understand Mr and Mrs D said they had to wait some time to speak to Lloyds when they called it. Lloyds apologised for this and said it was at a time when severe weather caused damage across the country. It said it put in place emergency measures and prioritised customers with serious damage to their homes.

Mr and Mrs D say they weren't made aware that Lloyds was the underwriter for their policy. However, the renewal documents sent to Mr and Mrs D along with the schedule provided by Mr and Mrs D show they are the underwriter of their policy since October 2021.

I understand Mr and Mrs D are living with disabilities and are very disappointed with Lloyds decision and handling of their claim. But I think overall Lloyds dealt with Mr and Mrs D's

claim and complaint reasonably and in line with the policy terms. So this means I'm not asking Lloyds to do any more.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 14 February 2025.

Geraldine Newbold
Ombudsman