

## **The complaint**

Mr P, on behalf of Mrs P, complains that Lloyds Bank General Insurance Limited has declined a claim for storm damage to Mrs P's home.

Mrs P is the policyholder. Mr P is representing Mrs P and holds power of attorney over her.

## **What happened**

This dispute is well known to the parties so I won't comment in detail here. But for brief context in keeping with the informal nature of our service:

- Mrs P's roof started to leak during bad weather. Mr P made a claim to Lloyds.
- Lloyds said there were no storm conditions around the time of loss, so it declined the claim. Mr P said there had been bad weather and lightning, so Lloyds sent a surveyor to assess the damage. The surveyor's opinion was that the damage had been caused because the roof mortar had degraded over time and not because of a storm.
- Mr P disagreed. He also said that the repair costs would likely bankrupt Mrs P, and he made Lloyds aware of Mrs P's ill health. Lloyds treated this as a complaint.
- Lloyds issued its final response and didn't change its stance. But, it invited Mr P to provide further evidence of storm damage for its consideration.
- Unhappy with Lloyds' response, Mr P referred Mrs P's complaint to the Financial Ombudsman. Our investigator didn't think the complaint should be upheld, so the complaint has been passed to me to make a final 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.

I've summarised the background of the complaint. This is not intended as a discourtesy. I'd like to reassure the parties that I've reviewed everything that has been provided. Having done so, I'm not upholding the complaint for broadly the same reasons as our investigator.

I know this will be upsetting for Mr and Mrs P and I'm sorry about that. I'm conscious of the financial consequences they are facing and of Mrs P's ill health. But I'm satisfied Lloyds has declined the claim fairly and reasonably. I've explained why below.

I've focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

Our approach in cases involving storm damage requires me to ask three questions:

1. Was there a storm?
2. Is the damage consistent with that caused by a storm?

3. Was the storm the main (proximate) cause of the damage?

If the answer to any of the above questions is 'no' then it would usually be fair for the insurer to decline the claim.

Lloyds didn't think there were storm conditions at the time of loss. Mrs P's policy provides cover for storm damage. But, like most home insurance policies, it has a definition of 'storm' that must be met before a claim can be successful. This definition is as follows:

"When we say 'storm' we mean 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."

The definition is not unreasonable or unusual. I've reviewed weather reports from around the time of loss. I didn't find any weather conditions that came close to the above definition. Mr P has said there was bad weather at the time, but I haven't seen evidence to show that storm conditions were present. Mr P also mentioned lightning. While the reports indicate that there was lightning nearby, I haven't seen any evidence of lightning damage to Mrs P's roof.

As there were no storm conditions around the time of loss, the answer to one of the above questions is 'no'. So, I can't fairly tell Lloyds to pay the claim under Mrs P's storm cover.

Lloyds has also put forward qualified expert opinion to suggest that the damage was not caused by a storm, but by a gradual breakdown of materials. I've read the report from Lloyds' surveyor. The surveyor didn't note any evidence of storm damage to the roof, but they did find degraded mortar. They believed this to have been the cause of water entering Mrs P's home. I appreciate Mr P disagrees with this. But I haven't seen any evidence to offer an alternative point of view.

Mrs P's policy includes cover for accidental damage, which is defined as follows:

"When we say 'accidental damage' we mean damage that's sudden, unexpected and not done on purpose. There needs to be a one-off, specific event that caused the damage. For example, a football smashes your window or you spill a drink on your carpet.

It doesn't include damage that's due to a lack of maintenance or damage that happens slowly over time. For example, if your roof leaks because it hasn't been looked after properly".

I'm persuaded by the surveyor's report that the damage more likely happened over time due to degraded mortar. I don't think it's likely that the damage happened suddenly. And I haven't seen anything to suggest otherwise. So, I can't fairly tell Lloyds to pay Mrs P's claim under the accidental damage section of cover, either.

I appreciate Mrs P is facing financial hardship and the repairs to her roof are likely to be expensive. I recognise that Mrs P, and Mr P, are in an unfortunate position, and so my decision will be deeply disappointing. But I can't tell Lloyds to pay a claim that it has declined fairly, in line with the contract of insurance that Mrs P holds.

Therefore, I won't be telling Lloyds to do anything further in respect of this complaint.

Lloyds has said it will consider any further evidence that Mr P provides. If Mr P provides this, I would expect Lloyds to review it fairly.

**My final decision**

My final decision is I do not uphold Mrs P's complaint. I make no award against Lloyds Bank General Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 19 February 2025.

Chris Woolaway  
**Ombudsman**