

## **The complaint**

Mr and Mrs D complained that Lloyds Bank General Insurance Limited ("Lloyds") unfairly declined their storm claim for damage to their flat roof and internally within their home. Mr and Mrs D were also unhappy with the delays and poor communication received with the claim. Lloyds were providing a home insurance policy.

## **What happened**

Mr and Mrs D made a claim to Lloyds following a storm, for damage caused to their flat roof. The winds caused the felt to lift from the flat roof, allowing rainwater to leak inside to the property causing further damage.

Lloyds appointed a surveyor to review and validate the claim. Based on the surveyor's report, Lloyds decided to decline the claim. It said the weather wasn't the main cause of damage. Lloyds said the main cause of damage was wear and tear and poor maintenance, which aren't covered by the policy.

Mr and Mrs D disagreed. Their own roofer provided a written report that contradicted Lloyds' findings. They want their claim settled in full.

Lloyds did apologise for the poor communication Mr and Mrs D received and paid them £50 in compensation.

Our investigator decided to partly uphold the complaint. Whilst she thought Lloyds had been fair in declining the claim, she didn't think the compensation offered was reasonable for the level of poor service Mr and Mrs D received. So, she awarded a further £100 compensation. Mr and Mrs D disagreed, so the case has been referred to an ombudsman.

## **My provisional decision**

I made a provisional decision on this on 20 January 2025. I said:

*"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?*

*Lloyds accepted there were storm conditions at the time of the reported incident, so I'll move on to the next question.*

*Was the damage claimed for consistent with damage a storm typically causes?*

*Yes, I think it's possible for a rubber roof to be lifted from a flat roof in strong winds, so I'll consider the final question.*

*Were the storm conditions the main cause of the damage?*

*Lloyds said "[our surveyor has] advised that the rubber roof had not been chemically fixed down properly. If it had it would've never have ripped from the edge. The photographs provided show no sign of pull on the rubber. You would expect to see the wooden sub-base on the rubber, and the wooden sub-base would have been torn however it was intact. Unfortunately wear and tear and poor maintenance are not covered under the policy terms and conditions".*

*I find Lloyds' reasoning with its decision confusing. Lloyds starts by saying its surveyor had said the rubber had not been fixed down properly when it was installed. However, its reasoning for declining the claim was wear and tear and poor maintenance. I don't see how wear and tear / poor maintenance are connected to how the roof was installed at all.*

*The surveyor's report does confirm he thinks the roof had not been chemically fixed down properly when it was installed. However, I'm not convinced how thorough the surveyor's inspection of the roof was. The surveyor used a drone; he didn't get up on the roof to have a close look. The pictures from the drone weren't any use, as Mr and Mrs D had a roofer put on a temporary covering to prevent further damage.*

*Therefore, the surveyor based his decision on photographs that were provided to him ahead of his visit to the property. Mr and Mrs D had provided these. They were taken by Mr and Mrs D's roofer, immediately after the damage was caused. Using these photos, the surveyor has recommended the claim was declined.*

*I don't find this approach convincing or persuasive. These photographs were provided to the surveyor before he'd attended the property and deployed a drone. I think if these photographs were sufficient to guide a decision, then I think the surveyor would've declined the claim without needing to visit the property. But he didn't.*

*I've read the report provided by Mr and Mrs D's roofer. He climbed onto the roof to inspect the damage so was able to get close to the damage and inspect it thoroughly. His report contradicted Lloyds' report in its entirety. Mr and Mrs D's roofer has provided a testimony in detail why he thought the storm caused the damage.*

*I find Lloyds' approach poor. Its final decision contradicts the surveyor's findings. The surveyor thought poor workmanship was possibly the cause, not wear and tear. I appreciate the policy does exclude poor workmanship. However, given what I've said about the surveyor's approach, I don't find his report persuasive. I think it's just as likely the storm was the main cause of the damage, as suggested by Mr and Mrs D's roofer. Therefore, I don't think it's reasonable for Lloyds to apply the exclusion in these circumstances.*

*Therefore, I intend to uphold this complaint, I intend that Lloyds settle the claim for the damage to the roof and the internal damage to the property. Following Lloyds' decision, Mr and Mrs D have paid for their roof to be repaired to avoid further distress. Therefore, I intend that Lloyds reimburse Mr and Mrs D these costs (once receipts have been provided). Lloyds should also arrange for any outstanding works to be completed.*

*I don't think Lloyds' have approached this claim well. It caused delays early in the process and not approaching this claim professionally has caused further delays. Therefore, for the*

*distress and inconvenience these delays have caused, I intend Lloyds pay Mr and Mrs D £150 additional compensation, to what has already been paid. As Mr and Mrs D did have the roof repaired, I think they've managed to mitigate some of the distress".*

### **Responses to my provisional decision**

Mr and Mrs D accepted my provisional decision, and they didn't have anything further to add.

Lloyds accepted my provisional decision, and it didn't have anything further to add.

### **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 neither party has provided any new information, I see no reason to change my provisional decision.

### **My final decision**

My final decision is that I uphold this complaint. I require Lloyds Bank General Insurance Limited to:

- Reimburse Mr and Mrs D the costs of repairing the roof (once receipts have been provided). Lloyds should also arrange for any outstanding works to be completed
- Pay Mr and Mrs D £150 compensation – for distress and inconvenience (if the £50 offered hasn't yet been paid, then Lloyds should also pay this).

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 28 February 2025.

Pete Averill  
**Ombudsman**