

## **The complaint**

Mr and Mrs I complained that Lloyds Bank General Insurance Limited (“Lloyds”) unfairly declined their storm claim for damage to their chimney. Mr and Mrs I were unhappy with the conduct of Lloyds’ surveyor. Lloyds were providing a home insurance policy.

## **What happened**

Mr and Mrs I made a claim to Lloyds following a storm, for damage caused to their chimney. Mr and Mrs I said the storm force winds had caused the rough cast from their chimney to fall off.

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 gradual deterioration of the rough cast, which isn’t covered by the policy.

Mr and Mrs I disagreed. They thought the recent spell of storms had caused the damage. Also, the roofers who quoted for the repair works stated the damage was a result of the recent storm. Mr and Mrs I want their claim settled in full.

Mr and Mrs I felt the surveyor got them to sign the surveyor’s inspection report under false pretences.

Our investigator decided not to uphold the complaint. She thought Lloyds had been reasonable on relying on the surveyor’s report in deciding that the storm wasn’t the main cause of damage. She thought Lloyds had declined the claim fairly in line with the terms and conditions. Mr and Mrs I 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.

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?

I wouldn't expect well maintained rough cast / render to de-bond from a chimney during high winds, however, for completeness, I will consider the final question.

Were the storm conditions the main cause of the damage?

Lloyds said *"[our surveyor's] photographs show cracks in the roughcast towards the top section, which as I explained from experience, would allow rainwater to penetrate behind the roughcast and coupled with the freeze-thaw process would cause it to gradually de-bond overtime then eventually fail.*

*I appreciate your suggestion that the cracks in the roughcast may have been caused by the storms we've experienced in the last 6 months, but roughcast is designed to withstand bad weather when it's in good condition, and you've explained the chimney and roughcast hasn't had any work done to it for approximately 26 years, and based on this, I feel the cracking and de-bonding of the roughcast has brought to light that the roughcast needs to be replaced as it's come to the end of it's life, which the weather has highlighted rather than caused".*

I have read the information provided from the survey of the property and the supporting photographs of the damage. I think these are consistent with what Lloyds has explained in its final response on the complaint.

I think Lloyds' assessment of the damage is the most likely cause of the damage. I haven't seen evidence of any recent maintenance been carried out to the render. I appreciate Mr and Mrs I said their roofing contractors think a storm / storms may have caused the damage, but I'm not persuaded by this argument.

I've read further comments that have been provided by Mr and Mrs I's roofer where he concludes that the storms caused movement in the chimney which subsequently led to the render / rough cast cracking. If there was movement to the chimney, I would've expected damage to the brickwork or mortar of the chimney itself. However, from the photographs provided, this isn't evident.

Having weighed up the evidence, I think on the balance of probabilities, the damage was most likely caused by a gradual deterioration of the roughcast and its bonding to the chimney. I think if a storm had caused this damage, I would've expected more widespread damage to the roof of the house and to the chimney itself.

I can see Lloyds has explained the exclusions that exist within the policy which it has used to decline the claim. The policy states:

"We won't pay claims for:

- Damage that happens as something gets older. This is known as wear and tear. For example, your carpets getting dirty and worn, or the nails in your roof slates corroding, allowing the slates to slip and let water into your home.
- Damage due to normal use. For example, your rod snapping while you're fishing.
- Damage that happens slowly over time. This includes things like damp, condensation or rust".

"Keeping your home in good condition:

It's up to you to make sure you keep your home in good condition. We won't pay claims for the cost of maintaining your home. We also won't pay claims for the cost of any damage that

happens due to a lack of maintenance. For example, water getting into your home because roof tiles are missing, or your shower leaking because the sealant or grout around it has failed”.

As I think Lloyds has shown it's likely the damage happened slowly over time and that the chimney hadn't been maintained in good condition, then I think it has been fair in declining the claim.

Mr and Mrs I were unhappy with how the survey was conducted and how they felt pressured into signing a form. I have no evidence to assess whether any wrong doings have occurred here, so I can't take any further action on this point. Both parties have provided conflicting testimonies. However, in my opinion, whether Mr and Mrs I had signed the form or not, it wouldn't have changed the outcome of this claim. Therefore, 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 Mr I and Mrs I to accept or reject my decision before 4 March 2025.

Pete Averill  
**Ombudsman**