

The complaint

Mr S complained that Lloyds Bank General Insurance Limited (“Lloyds”) unfairly declined his claim when the boundary wall to his garden collapsed during heavy rainfall. Lloyds were providing a home insurance policy.

What happened

Mr S made a claim to Lloyds following heavy rainfall, for damage caused to his garden wall when it collapsed.

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 didn’t meet the policy definition for a storm. It concluded the main cause of damage to the wall was wear and tear, principally due to overgrown vegetation and root penetration from the neighbour’s side of the wall. Lloyds said the main cause of damage wasn’t covered by the policy.

Mr S disagreed. He thought a storm was the main cause of the wall collapse.

Our investigator decided not to uphold the complaint. He thought Lloyds had been reasonable on relying on the surveyor’s report to decide that the storm wasn’t the main cause of damage. He thought Lloyds had declined the claim fairly in line with the terms and conditions of the policy. Mr S 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 said *“whilst I understand you experienced some heavy rainfall on and around the date of the walls collapse, as noted above this isn’t thought to be the initial cause of the damage. The heavy rainfall would’ve highlighted pre-existing weaknesses and issues from the root penetration and heavy vegetation”*.

It’s important to realise an insurance policy only covers certain defined one-off events, such as fire, flood, storm or theft etc. These events are defined in the policy. Insurers don’t generally provide cover for all risks, doing so would be extremely expensive for consumers.

So, normally insurers limit what they offer so providing a pragmatic level of cover at an affordable cost.

I've checked the policy definition for a storm. It states, *"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"*.

Our service has access to weather reports, so I've checked the weather conditions around the date of the reported incident. The peak gusts reported were significantly lower than the storm threshold defined in the policy. Additionally, the rainfall recorded was considerably lower than what our service would define as storm conditions.

Therefore, I can't agree Mr S had a valid claim under the storm peril, as the weather conditions didn't meet the policy definition.

Having checked the policy, I can't see any other part that Mr S could claim for this incident. Therefore, I think Lloyds has been reasonable in declining the claim. Lloyds went on to explain what it thought was the likely cause of the damage, which appears well founded and supported by a surveyor's report and photographs.

However, as I've explained, I don't think Mr S had a valid claim under the policy, as the weather fell a long way short of meeting the policy definition for a storm. So, I don't uphold this complaint and I don't need to consider the other two questions I set out.

I appreciate Mr S will be disappointed and he's suggested the weather reports were incorrect for his property. However, I can only base my decision on the evidence that is available. I haven't seen any contradictory reports, to show the weather might have met the threshold of a storm. Mr S has made other points, but I don't think these are relevant given there wasn't a peril listed within the policy he could claim under.

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 S to accept or reject my decision before 5 March 2025.

Pete Averill
Ombudsman