

## **The complaint**

Mr B has complained that Lloyds Bank General Insurance Limited (Lloyds) unfairly declined a claim under his home insurance policy.

Mr B was represented in this claim, but for ease, I will normally only refer to him.

## **What happened**

Mr B contacted Lloyds to make a claim for storm damage when the roof came off his sun room. At that time, Mr B said there was no internal damage. Lloyds wrote to Mr B and said that if the cost of repairs to storm damaged parts of the property were quoted at £1,500 or below, Mr B could go ahead with the repairs. If the repairs were more than this amount, Lloyds said it would need to review the quote before work could take place.

A surveyor visited about a month later. The surveyor's report said the damage was due to wear and tear because the roof had come to the end of its serviceable life. There was black mould internally and it was assessed that the internal damage wasn't due to a one-off incident, but due to an ongoing ingress. Lloyds declined the claim.

When Mr B complained, Lloyds maintained its decision to decline the claim. So, Mr B complained to this Service. Our Investigator didn't uphold the complaint. He said although there was a storm, the surveyor assessed that the roof had failed due to wear and tear. The surveyor also found that the internal damage had been an ongoing issue. Mr B had told this Service rain had come through the roof in substantial amounts following the storm. So, this wasn't a one-off event. He said the quote Mr B obtained was for more than £1,500 and he didn't agree that Lloyds had made an offer to pay £1,500.

Mr B didn't agree. He said it was the interior damage, which was less than £1,500, that should be covered and he didn't understand why that wasn't the case. So, the complaint was referred to me.

## **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 we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

It isn't in dispute that there was a storm around the time the damage to the roof was found. Looking at weather reports, there were windspeeds of up to 68mph, which would be

considered storm strength. I also think a storm could cause damage to a roof and, in some circumstances, internal damage. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, which is whether the storm was the main cause of the damage. The surveyor's report said the damaged flat roof was 20 to 30 years old. The roof was assessed to have reached the end of its serviceable life. I'm aware Mr B has said the roof was re-covered at least once, although he didn't say when. I'm also aware that it's common for flat roofs to last about 10 to 12 years. The surveyor also found that the part of the flat roof that remained wasn't in a serviceable condition. The decking boards were stained, the drip edges were split and the seams weren't bonded. This was assessed to be due to wear and tear and that the weather had only highlighted the issues with the roof. Looking at the report and the photos, I think this was persuasive evidence that there were pre-existing issues with the roof.

When the surveyor spoke to him, Mr B disagreed with the assessment. So, Mr B was told he could arrange his own expert report to show the cause of damage. I've seen the quote Mr B provided. This said the issues with the roof were storm damage. However, it didn't explain why this conclusion had been reached or give any wider assessment of the roof. So, I think it was reasonable for Lloyds to rely on its surveyor's assessment that the roof damage was due to wear and tear, which was an exclusion under the policy. As a result, I think it was fair for Lloyds to decline to cover this damage.

Mr B has said that Lloyds should cover the internal damage, including because he said it made an offer of £1,500. So, I've also looked at this. Looking at the policy, there were two sections that could potentially have covered this part of the claim. Mr B had accidental damage cover. However, this said it didn't cover "*water getting into your home*". So, there was no cover under this part of the policy.

There was also the storm cover. This said:

*"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.*

*We won't pay for any damage if your home is not in good condition. We will, however, pay claims for internal damage if you were unaware that your home was not in a good condition and the damage was caused by torrential rain of 25mm or more in a day."*

So, based on the policy wording, there would have needed to be 25mm of rain in one day for the internal damage to be covered under this part of the policy. Looking at weather records, these showed there was 4.8mm of rain on the day Mr B said the roof came off. I've also looked at other dates around that time and I didn't see any rain levels close to 25mm in a day.

Mr B also explained about how the internal damage happened. He said someone in the claims department had mentioned putting a tarpaulin on the roof. He said he and his wife were unable to do this and they couldn't find anyone else to do it. This allowed water to enter the property over a period of time and cause the internal damage. This would therefore support the surveyor's findings that the internal water damage was an "*ongoing ingress*" and not a one-off event. For a claim to be covered, it would need to be a one-off event, which wasn't the case for the water that entered the property. Mr B would also have been aware of it happening. He knew the roof above had been damaged and that a tarpaulin should be put over it. But, he was unable to do this because he couldn't find anyone to fit it.

Mr B has also said Lloyds offered to pay £1,500 towards the damage and that it should contribute this towards the internal damage. When Mr B notified it of the claim, Lloyds wrote to him and said:

*“To help you as quickly as possible, please arrange for a local tradesman to provide you with a quote to repair the damage to your home.*

*If the cost of repair to the storm damaged areas of your property is quoted £1,500 or below, you can go ahead with repairs. Please take photos before the repairs are carried out and forward us your invoice along with the photos once the repairs are complete.*

*If the cost of repair is quoted above £1,500, we will need to review your quote prior to work taking place.*

*Please send us photographs (where possible) along with your estimates to enable us to assess and/or settle your claim. Please ensure your estimates are fully broken down...”*

So, this explained under what circumstances work could go ahead. I didn't read anything that said it would pay £1,500. I'm aware that when Mr B was able to get a quote it was for about £5,500, so he needed to go back to Lloyds before any repairs could go ahead anyway. It asked for photos and the estimates *“to assess and/ or settle your claim”*. So, it was asking Mr B to provide evidence to support his claim and wasn't offering just to settle it.

I'm also mindful that at the time Lloyds sent this letter, Mr B had said there was no internal damage. So, the letter was only referring to the claim for the roof. At that time, there was nothing to suggest there was anything for it to consider internally. I'm not persuaded that Lloyds offered to pay £1,500 towards the claim or that it would be reasonable for me to say it should pay towards the internal damage.

So, having looked at everything that happened, I think it was reasonable that Lloyds declined the claim for both the external and internal damage. As a result, I don't uphold this complaint or require Lloyds to do anything else in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 March 2025.

Louise O'Sullivan  
**Ombudsman**