

## **The complaint**

Ms B and Mr B have complained that Lloyds Bank General Insurance Limited (Lloyds) unfairly declined a claim under their home insurance policy.

## **What happened**

Ms B and Mr B contacted Lloyds to make a claim when rendering on the front of their house collapsed. Lloyds declined the claim because it said there wasn't cover under the policy. When Ms B and Mr B complained, Lloyds re-opened the claim. It assessed it and declined the claim again. It said the evidence Ms B and Mr B had provided said the rendering had pulled away over time. There was also no evidence of storm conditions at the time this happened. It said it was unable to consider the claim.

When Ms B and Mr B complained to this Service, our Investigator didn't uphold it. She said there wasn't evidence of an insured event, such as a storm. The evidence provided by Ms B and Mr B about their claim indicated the issue with the render had happened over time. She also said it was reasonable that Lloyds didn't send someone to assess the damage given it assessed there wasn't cover under the policy.

Ms B and Mr B didn't agree, they said the damage should have been covered, including because their property had a latent defect. 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.

Having done so, I don't uphold this complaint. I will explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they must not turn down claims unreasonably.

For a claim to be covered, the damage needed to be the result of one of the insured perils listed in the policy. So, these were incidents such as storm, fire, flood, theft and so on. It also needed to be a one-off event. The policy explained that it didn't cover loss or damage arising from gradual causes, wear and tear, corrosion, deterioration or similar causes or wet or dry rot.

Lloyds considered whether there was cover under the storm part of the policy. So, I've looked at whether it did so fairly.

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.

For the first question, I've looked at weather conditions around the time the render collapsed. This showed windspeeds of less than 30mph. This was less than the 55mph minimum windspeeds listed in the policy and wouldn't be considered storm strength. As a result, I haven't considered the other two questions. I think it was fair for Lloyds not to consider the claim under the storm part of the policy.

Looking at the policy schedule, Ms B and Mr B didn't have the optional accidental damage cover. So, I haven't considered this cover any further.

I've also looked at the evidence Ms B and Mr B provided, which described the cause of damage. A neighbour, who was a builder, saw the render collapse and provided a written assessment. This said:

*"(having studied the existing substrate I can confirm that the Mathematical tiles were badly installed with no nails, just mortar, not even sure lime was within the mortar.) The tiles were possibly installed over 200 years ago shortly after the house was built when the Brick Tax was introduced, and rendered over at a later date. Render applied on top of fully glazed tiles would have had very little adhesion and, given the location of the property to the elements of the sea, prevailing winds, rain etc, water ingress could have been excessive over time."*

An architect neighbour was also present when the render collapsed. He also provided a written assessment. He explained how he knew the render had been in place for more than 35 years and that: *"My assessment is that an excess of fluctuating temperatures caused an area of the render to expand and crack, before pulling away from the substrate"*.

An engineering company also provided a report that included:

*"...A render has then been applied over mathematical tiles. With this build up there was very little positive connection to the timber structure behind, reliant only on the adhesion of the tile to the wood, and the adhesion of the render to the glazed tile face. With this arrangement, it would only have been a matter of time before the render and some of the tiling would have pulled away from the structure through weathering, wind or water ingress."*

So, from what I can see, the evidence provided by Ms B and Mr B showed that the render collapsing was due to an issue that happened over time. That wasn't something the policy covered. I couldn't find any insured peril listed in the policy wording that would cover the damage that happened. Because what happened wasn't an insured peril, I think it's fair that Lloyds declined to deal with the claim. I also think it's reasonable that Lloyds didn't send anyone to assess the damage. If there was no relevant insured peril listed in the policy, it didn't need to take any further action.

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 and Ms B to accept or reject my decision before 25 March 2025.

Louise O'Sullivan

**Ombudsman**