

The complaint

Mrs M is unhappy Lemonade Insurance N.V (Lemonade) declined the claim she made under her home insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In November 2024 Miss M returned to her property and noticed water entering her bathroom from the roof. She reported a claim to Lemonade under her home insurance policy and it arranged for a loss adjustor to visit her property. Lemonade declined Mrs M's claim as it said the policy definition of a storm hadn't been met and it appeared the water ingress was due to failed rendering which would be excluded under the terms of the policy. Mrs M didn't agree and so raised a complaint.

On 27 January 2025 Lemonade issued Mrs M with a final response to her complaint. It said storm conditions weren't present during the period the leak was reported to have occurred. It said it had also spoken to Mrs M's local council, who had previously carried out repairs on the property, and they had said the water ingress had possibly been caused by the poor conditioning of the rendering. It said as storm conditions hadn't been met, and the damage appeared to be caused by wear and tear, its claim decision was correct. Mrs M referred her complaint to this Service.

Our investigator looked into things. She said she didn't think there had been storm conditions at the time the damage was reported to have occurred. She said based on the evidence provided, it was reasonable for Lemonade to conclude the damage was due to wear and tear which was excluded under the terms of the policy. Mrs M didn't agree with our investigator and asked for an ombudsman's decision.

As Mrs M has asked for an ombudsman's decision, the complaint has been passed to me to decide.

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.

I want to acknowledge I've summarised Mrs M's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs M and Lemonade I've read and considered everything that's been provided.

The relevant rules and industry guidance explain Lemonade shouldn't unreasonably reject a claim. Lemonade have said the policy definition of a storm wasn't met, and the damage appeared to be caused by wear and tear and so I've considered whether this is reasonable.

The terms of Mrs M's policy explain Lemonade provides cover for damage to Mrs M's home

caused by windstorms above 55mph. Lemonade have provided weather data for the period when the damage was reported to have occurred. And this Service has obtained its own weather data covering this period. The weather data shows the maximum wind speed during this period was 34mph. As weather data shows the wind speeds during this period were considerably below the wind speeds set out in the policy terms, I think it was reasonable for Lemonade to conclude the damage to Mrs M's property wasn't covered under the storm section of the policy.

The loss adjustor who visited Mrs M's property has said in their report, they think the flash has come loose and this is likely to have caused the water ingress. Whilst I think this is possible, the loss adjustor only viewed the roof from ground level and hasn't taken any photos of the damage itself. So, I don't think the conclusions they have reached are by any means conclusive. However, given the relatively low wind speeds, if the flash has come loose, I think this is likely due to wear and tear and not storm conditions.

Lemonade have said it's likely the water ingress into Mrs M's property was caused by the poor conditioning of the rendering. Based on the evidence provided, particularly the images of Mrs M's property I think it was fair for Lemonade to conclude the condition of the rendering was poor. I think the poor condition of the rendering is a possible cause of the damage to Mrs M's property. Again, if this is the cause of the damage to Mrs M's property, given the relatively low wind speeds, I think this is due to wear and tear and not storm conditions.

Based on the evidence provided, I think it was reasonable for Lemonade to conclude the damage to Mrs M's property has been caused by wear and tear rather than storm conditions. As I don't think there is evidence of storm conditions around the time of the loss and the terms of Mrs M's policy specifically exclude damage due to wear and tear, I think it was reasonable for Lemonade to decline Mrs M's claim.

I know this will be disappointing for Mrs M given the damage to her property. However, I think Lemonade have acted fairly when it declined Mrs M's claim.

My final decision

For the reasons I've outlined above, I don't uphold Mrs M's complaint about Lemonade Insurance N.V.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 7 July 2025.

Andrew Clarke
Ombudsman