

The complaint

Mr and Mrs W are unhappy with the way Lloyds Bank General Insurance Limited dealt with a claim on their buildings insurance policy following a storm.

Mr and Mrs W have been represented by a relative. I'll refer to any comments made by the relative as though they were made by Mr and Mrs W.

This complaint involves the actions of agents for whom Lloyds is responsible. Any reference to Lloyds includes its agents.

What happened

This dispute is well known to the parties so I won't comment in detail here. But for brief context in keeping with the informal nature of our service:

- Mr and Mrs W's roof was damaged during a named storm. Several tiles were displaced, and a hole formed in one part of the roof. Tiles also fell and damaged two panes of glass to the conservatory roof below.
- Agreeing that there were storm conditions, Lloyds sent a surveyor to assess the damage. The surveyor didn't arrive on the scheduled day and Lloyds didn't inform Mr and Mrs W of this. The appointment had to be rescheduled and this caused delay.
- The surveyor thought the main roof had failed because of a natural breakdown of materials and not because of the storm. He didn't think Lloyds should cover this. He thought the conservatory glass should be covered but the glass couldn't be swapped out because the roof was in too poor condition. So, he offered Mr and Mrs W a cash settlement for the two panes of glass.
- Mr and Mrs W complained. They didn't think the surveyor had understood the main roof's construction. They said it had been maintained and had been inspected as part of a remortgage around 18 months before the storm. They also thought Lloyds should cover the cost of replacing the glass to the conservatory roof. They were also unhappy with the service Lloyds had provided.
- Lloyds sent another surveyor to inspect the conservatory to see if they could replace the glass. The surveyor didn't think they reasonably could. They thought the roof timbers were rotten and the roof was in poor condition. Mr and Mrs W didn't agree. They thought the conservatory would need to be replaced to carry out the repair and they thought Lloyds should do this.
- Lloyds issued its final response. It didn't change its stance on the main roof and it maintained its cash settlement offer for the conservatory glass. However, it admitted it had provided poor service. It offered Mr and Mrs W £300 to recognise this.
- Mr and Mrs W didn't think this was fair, so they referred the matter to the Financial Ombudsman Service. During our investigation, Mr and Mrs W noted that Lloyds had

applied the wrong excess to its cash settlement. They thought the settlement should be £100 more. Our investigator asked Lloyds about this, and Lloyds agreed.

- Our Investigator looked into what happened and didn't think Lloyds needed to do anything more. Mr and Mrs W didn't agree and so the complaint was passed to me.

I issued my first provisional decision setting out why I intended to uphold the complaint. I didn't think Lloyds had done enough to show that a natural breakdown of materials had caused the roof's failure. However, I thought Lloyds' offer in relation to the conservatory glass roof fair.

The parties provided further evidence and comments for me to consider. Crucially, Lloyds provided a new report produced by a senior surveyor. I reconsidered the complaint and was persuaded that a natural breakdown of materials was the most likely cause of the roof's failure. I issued a further provisional decision explaining why, as follows:

"After very careful review and thought, I no longer intend to tell Lloyds to accept the claim for the main roof. And in respect of the conservatory roof my opinion hasn't changed. So, I intend to tell Lloyds to pay its corrected offer for the damaged glass, along with the £300 of compensation Lloyds offered for poor service.

I recognise that this will come as a shock for Mr and Mrs W. I know they'll find my decision deeply disappointing and I'm sorry to bring them unwelcome news. I'm required to consider any additional evidence and, on this occasion, the evidence has changed my mind. I've explained my reasons below and I've focused on the points and evidence I find most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

The main roof

The key question remains whether the storm was the main cause of the damage. I said the crux of the matter is that Lloyds hasn't provided persuasive evidence to show that the damage was caused by a natural breakdown of materials. Having considered Lloyds' further report, my view has changed.

The surveyor has explained that wooden pegs like the ones used in Mr and Mrs W's roof are expected to last around 25 years before breaking down and losing their integrity. I've seen no expert evidence to challenge this. Mr and Mrs W lived at the property for around 55 years before the storm. I've seen no suggestion the pegs were renewed in that time and may be much older. So, I accept the surveyor's opinion that the pegs were well past their serviceable life at the time of the storm.

The surveyor has said the roof was harbouring moisture based on the moss cover. He says this moisture would have hastened the rotting of the pegs. Mr and Mrs W have referenced a survey website which says moss isn't anything to worry about. But Lloyds hasn't suggested moss was the problem. Rather, the moss indicated a moist environment which would have contributed to the pegs breaking down. I find this plausible.

The surveyor has said that when the pegs lose their integrity, the tiles are no longer securely held against the battens and remain in place only by the weight of the tiles above. The surveyor has said the roof was showing signs of this, like slipped tiles and uneven tile lines where the tiles had come loose.

Mr and Mrs W have shown that roofs like theirs don't have even tile lines because the tiles aren't the same size. I accept this. But I've compared the photos of the roof after the storm with the photos after the repair. I can see the tiles were considerably more uneven and loose before the repair. The invoice for the repair says the tiles were reused. I wouldn't have expected to see such a stark difference in tile lines with the same tiles put back on the roof. I accept that storms can cause tiles to move. But Lloyds' surveyor is professionally qualified to assess causes of damage after the fact. And I'm persuaded by their opinion that the tiles were more likely loose already, indicating a problem with the fixings.

In addition, Mr and Mrs W had their outbuilding roof repaired in 2023. They also had the roof of a building adjoining the main house repaired in 2022. Both invoices show the pegs and battens were completely replaced, so they would have been in good condition at the time of the storm. Mr and Mrs W haven't suggested that those roofs suffered any damage.

Lloyds has also questioned why the roofer chose to replace all the battens and pegs, rather than carrying out a patch repair, if the battens and pegs were in good condition. The roofer gave two reasons for recommending this.

First, they said they couldn't carry out a patch repair to the outbuilding roof due to the age of the pegs, which they said were "fragile", along with the condition of the wooden battens. They said the main roof should be treated in the same way. I still believe this doesn't speak directly to the condition of the main roof. But I can understand the point of view of Lloyds' surveyor – that this suggests the roofer was concerned they would encounter the same problem with the main roof as they did with the outbuilding if they tried a patch repair. Otherwise, I can't see why they mentioned it.

Second, they said the battens couldn't be matched, and the tiles would move when the work starts. Lloyds has shown that this isn't right. It's shown the battens could be matched and were available to buy. And it's provided a photo of a patch repair in progress with larger battens without replacing the old ones. Their surveyor has also given his opinion that the storm couldn't reasonably have damaged wooden battens unless they were in poor condition.

Mr and Mrs W have said the roofer used larger battens for cost reasons. This may be the case. But I don't think it's likely that a patch repair with the existing-sized battens would be more expensive than replacing the entire roof. And the photo Lloyds has provided indicates the larger battens could be used for a patch repair anyway. Mr and Mrs W have said the damage in this photo is minor compared to their roof. But if the roof couldn't be patched because the damage was too extensive, I would have expected the roofer to say this in their report. Instead, the roofer mentioned the condition of the outbuilding roof and how the fragile pegs were which meant they couldn't do a patch repair.

With these points in mind, I now understand why Lloyds relied in part on the roofer's report in concluding that the roof was most likely in poor condition, as its surveyors have said.

Overall, Lloyds has provided a persuasive and well-supported explanation of how a natural breakdown of materials most likely caused the roof to weaken, and how the storm highlighted the issue. I'm not convinced the damage would have occurred were it not for this. It follows that I can no longer conclude the storm was the proximate cause of the damage – and so it would not be fair and reasonable for me to tell Lloyds to accept the claim. I intend to find that its decision to decline the claim was fair and reasonable.

Conservatory damage

I've considered the additional evidence and arguments in respect of the conservatory roof. I'm still of the opinion that Lloyds' cash settlement for the glass is fair and reasonable.

The parties agree that a lot of extra work will be required to replace the glass. At the least a new roof and possibly a new conservatory. Lloyds has put forward evidence from two experts who both believe the glass can't be replaced because the roof has suffered significant wear and tear and is in poor condition with evidence of previous issues.

Mr and Mrs W have raised legitimate questions about the surveyors' findings. Their photos indicate the glazing bars are made of lead and a structural beam may not be rotten. But I haven't seen any plausible explanation for why the glass can't be replaced if not for the poor condition of the roof. This is the crux of the matter. I also haven't been provided with any expert evidence to support another point of view.

The expert comments and photos Lloyds has provided persuades me that the conservatory is in poor condition and that this is why the glass can't be replaced without a lot more work. I don't find it fair and reasonable for Lloyds to pay for such a disproportionate amount of extra work to replace the two damaged panes. I recognise that this leaves Mr and Mrs W in an unfortunate position in respect of their conservatory. But their insurance policy entitles Lloyds to cash settle the claim and I think that's reasonable here.

I intend to tell Lloyds to pay its settlement offer for the glass with the corrected excess, totalling £281.88, if it hasn't already.

Service

As I no longer think Lloyds declined the claim unreasonably, I no longer intend to award additional compensation for the distress and inconvenience this caused.

Lloyds offered £300 to Mr and Mrs W to apologise for the way it handled the claim. I said that I thought this was fair and the parties haven't commented further. So, I still intend to tell Lloyds to pay this.

I want to reassure Mr and Mrs W that I've considered all the evidence and arguments they've put forward. Once again, I'm sorry to bring them unwelcome news. But this is the outcome I now intend to reach."

Responses

Lloyds agreed with my provisional decision. Mr and Mrs W didn't agree. They provided a detailed response which I've summarised here.

In respect of the main roof, Mr and Mrs W said:

- Lloyds' new report is made up of assumptions. The only new evidence it provides is a photo of uneven tile lines and a photo of a patch repair to another roof. A structural surveyor told Mr and Mrs W that they couldn't help because the roof had already been repaired, which was the same position Lloyds' surveyor was in.
- They can't say all their roof pegs were serviceable, but they don't think they had all failed. The pegs were also made of oak and not softwood like the surveyor had said.
- The tile lines look neater after the roof's repair because the roofer went to great effort to achieve this. There are photos to demonstrate the tiles' uneven sizes.

- The roofer didn't do a patch repair because it would've disturbed the remaining tiles and caused more damage. The roofer mentioned the outbuilding in his report to cover himself because the report had to be sent to Lloyds. And he chose the new-sized battens for the roof's longevity. Any roofer would have done the same.
- The main roof was exposed in the direction of the storm. Other roofs on the property were undamaged because they faced a different way. The wind was very strong in the weeks after the storm, but the roof didn't suffer any further damage. Other houses in the area have the same roof and these haven't been replaced. A neighbour's roof even had solar panels fitted.
- The lender's survey 18 months before the storm didn't highlight any issues with the roof. The lender said the roof is a key part of the inspection.
- The house was well maintained and there were no other signs of degradation such as damp joists, rotten timbers or mouldy insulation.

In respect of the conservatory roof, Mr and Mrs W said:

- The two broken panes of glass can't easily be replaced because they overlap, not because of wear and tear. The roof is not of normal construction and it isn't their fault that it needs an unusual repair.
- Lloyds' surveyors couldn't even identify the roof's materials, so their reports are unreliable. The glazing bars aren't rotten but flanged because of excessive heat. And the flashband used on the conservatory is the right material for lead glazing bars.
- The conservatory has been maintained and evidence has been provided to show this. It isn't fair for Lloyds to point out previous repairs, like filled-in wood, to use against them. There were no issues with water ingress because the photos of the damage were taken in the rain, and no water ingress was observed.
- They offered to get a carpenter's report to support their position.

In respect of more recent issues, Mr and Mrs W said they're struggling to take out new home insurance and they're unhappy with the total cost of this claim showing on their renewal.

The parties have responded so I now consider it appropriate to issue my final decision.

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've only summarised the background of the complaint and the responses of the parties. This isn't intended as a discourtesy and reflects the informal nature of our service. I'd like to reassure the parties – particularly Mr and Mrs W in this case – that I've given very careful thought to all the information and evidence provided.

Having done so, I've reviewed the matter again and my opinion hasn't changed. I've decided to uphold the complaint to the same extent as I set out in my provisional decision.

I know this will be upsetting for Mr and Mrs W and I'm sorry to bring them unwelcome news. I've focused my comments on what I find most relevant. If I haven't mentioned a specific

point, it's because I don't feel it affects what I consider to be the right outcome.

The main roof

The surveyors' report

I explained in my provisional decision why I was persuaded by Lloyds' surveyors' report. I've considered everything Mr and Mrs W have said about this. I agree the report doesn't provide direct evidence of degraded roof pegs. But it does provide a detailed and well-supported explanation for why the roof pegs had most likely failed, and why this was the most likely cause of the damage. I find the report plausible and persuasive. Mr and Mrs W are correct to say it involves assumptions. Determining causation after the fact often requires analysis on the balance of probabilities rather than definitive proof. The report is based on an examination of the available evidence, and I find it convincing. I haven't been provided with any further expert evidence to challenge it.

I acknowledge another surveyor couldn't help Mr and Mrs W because the roof has been repaired. The desktop report Lloyds obtained is common in insurance claims, particularly where – as is the case here – there's evidence available from the time of loss, including lots of photos of the roof, the roofer's report, the findings of Lloyds' first surveyor, and Mr and Mrs W's testimony. I don't find the use of this type of report unreasonable. The other surveyor's unwillingness to offer their opinion does not undermine Lloyds' report.

Roof pegs

Mr and Mrs W believe their roof pegs were made of oak. There isn't any direct evidence of this, but Mr and Mrs W have provided an article about the history of roofs like theirs. It says early roof battens were often made of oak or chestnut. Mr and Mrs W believe their home is of earlier construction so the pegs were probably oak as well. I'm not convinced by this because the article goes on to say the pegs were probably softwood. It says, "*It is often stated that the pegs would be oak but our experience suggests that this is not normally the case and by far the majority of pegs are softwood.*"

The surveyor has said softwood pegs would last around 25 years. Mr and Mrs W haven't said they've maintained or renewed the pegs in the 50 or more years they've lived at the property – so they could be even older. This goes to the heart of the condition of the roof at the time of the storm and is a key reason why I now think it's more likely the storm was not the main cause of the damage.

I find it plausible that if the pegs were several decades (or more) past their serviceable life, they would be less able to hold the tiles in place. Mr and Mrs W have said they can't say all their pegs were in serviceable condition. While they don't think they were all degraded, if some of them were, it would follow that those areas of the roof would be highly vulnerable to the wind – which is in line with the surveyor's findings on the cause of the damage.

Tile lines

I acknowledge that the roofer has worked to make the newly laid roof as neat as possible. A brand-new roof would be expected to look neater.

But looking at the available photos before the repair I'm still persuaded by the surveyor's opinion on the condition of the roof and how this indicated the pegs had most likely failed. I say this notwithstanding the tiles' varying sizes.

The roofer's report

I've considered what Mr and Mrs W have said about the roofer's decision to replace the roof. I still think it was reasonable for Lloyds to view this as evidence that the roof was in poor condition. The roofer described the damage as mainly slipped tiles to both slopes and a hole to one slope of 60cm by 50cm, made up of around 10 tiles. This was on a very large roof with perhaps several hundred tiles. Based on the photos of the damage in comparison to the overall size of the roof, I can understand why Lloyds was concerned that the roofer had chosen not to do a patch repair, and had instead chosen to replace the entire roof.

The roofer also chose to mention why he couldn't do a patch repair to the outbuilding roof the year before. He wrote, *"When working on the outbuilding last year, which was of a similar age, we could not replace the tiles and patch due to the age of the pegs which were fragile and the condition of the wooden batons."*

Based on this, Lloyds inferred that the roofer was worried he would encounter the same problem with the main roof if he tried a patch repair – due to battens and pegs in poor condition. This is in line with the findings of both of Lloyds' surveyors. I think this was a reasonable inference to make. I still can't see for what other reason the roofer would have mentioned the outbuilding. Mr and Mrs W have said this was to 'cover himself' but I don't see the relevance of this. The outbuilding was not part of the claim. And I haven't been provided with any further comments from the roofer to consider.

Mr and Mrs W have said the roofer chose not to do a patch repair because it might have disturbed the remaining tiles. Lloyds has shown a patch repair was possible and could also have been done with the new-size battens. In order for me to accept that a full roof replacement was necessary, I would need convincing evidence that slipped tiles and a relatively small hole on one slope of the roof meant that it was necessary to replace not only that entire slope, but also all the battens and pegs of both slopes of the roof – including the slope that faced away from the storm and suffered minor damage. I don't find this plausible.

To be clear. I'm not suggesting the roofer chose an unreasonable method of repair. I don't dispute what Mr and Mrs W have said about the larger battens lasting longer and how it made financial sense to replace the whole roof. But this is not what I'm deciding. I'm deciding whether the roofer's evidence supports Lloyds' conclusion that the roof had underlying issues – and I think it supports this.

The direction of the roof and the surrounding area

I understand why Mr and Mrs W believe their roof was vulnerable to the storm, given that the rear slope is exposed and faced into the wind. This could explain why the newly repaired roofs, which faced a different direction and were more sheltered, were not damaged. However, in this case, the front slope of the main roof – which faced away from the storm – was also damaged. If the direction the roof had been the decisive factor, I would not have expected that. Additionally, I have not seen any expert opinion linking the roof's exposure to the damage sustained, particularly as both slopes were affected.

I've also considered Mr and Mrs W's comments about the roofs of nearby houses. This isn't sufficient to establish that the storm was the main cause of the damage to Mr and Mrs W's roof. Even where properties are similar, individual roofs can vary significantly.

The lender's survey

I explained in my first provisional decision that the lender's survey didn't persuade me either way, and I still think this.

It was a remortgage survey, not a homebuyer's report or a full structural inspection. The

report was limited in its comments. I accept it didn't mention the main roof, which could suggest the surveyor didn't see this as an issue. But it also said parts of the property were "*ageing and likely to require attention*", which could have been in reference to the roof.

The report also referred to the outbuildings twice, which indicates they were at least observed during the inspection. However, it did not identify any issues with the outbuilding roof. This is significant because, six months later, Mr and Mrs W's roofer recommended replacing that roof – and in his recent report, he noted that the battens and pegs were in poor condition. I accept that the outbuilding roof may not have been examined in detail, but that is precisely why I can't rely on this report as evidence that the main roof was in good condition. If issues with the outbuilding roof were not identified at the time, despite its poor state, then the absence of comment about the main roof cannot be taken as an indication that it was sound.

Maintenance and other signs of damage

Mr and Mrs W have provided evidence that they maintained their home. I don't doubt this. But the surveyor's central conclusion is that the roof pegs had most likely failed. Mr and Mrs W haven't provided evidence, or suggested, that they've maintained or renewed the roof pegs. This is the crux of the matter.

While there may not have been warning signs inside the roof space, this doesn't necessarily demonstrate that the roof was in good condition. The surveyor has explained that when roof pegs fail, the tiles stay in place only by the weight of tiles around them and are not structurally secure. This may not have caused issues inside the roof space, but it plausibly made the roof vulnerable to the wind. So, while the storm was the initial trigger, it wouldn't be fair to say it was the proximate cause of the damage. I also don't think the roof enduring high winds afterwards is indicative that the roof was in sound condition, as it had already failed.

In summary, the available evidence persuades me, on the balance of probabilities, that the roof was already compromised at the time of the storm. I think it was reasonable for Lloyds to conclude that the storm was not the main cause of the damage – therefore I find it was fair and reasonable for Lloyds to decline this part of the claim.

The conservatory roof

I acknowledge Mr and Mrs W's explanation of why the glass can't easily be replaced. I'm still persuaded by the expert evidence Lloyds has put forward from its two surveyors who visited the property. They both reached the same conclusion, independently of each other, that the glass can't be replaced because the roof has suffered significant wear and tear. I would have expected the surveyors to say that the glass couldn't be replaced because of its overlapping construction if this had been the case.

Mr and Mrs W have shown that they've carried out maintenance before. I've considered this but it isn't enough to establish that the surveyors are wrong about the extent of wear and tear and how this relates to the replacement of the glass. I also think it was fair for Lloyds to point to evidence of previous repairs in support of its conclusions. And while there may not have been water ingress at the time, the weight of evidence persuades me that the conservatory was very old, in poor condition, and has suffered from issues in the past.

I've considered Mr and Mrs W's comments about the conservatory's materials. The surveyors' reports do not mention lead glazing bars. This could suggest an inaccuracy. But even if that's the case, I don't find that it undermines the surveyors' overall conclusion that the roof is in poor condition, or their professional opinion of why the glass can't be replaced. Critically, I haven't been provided with any expert evidence to support Mr and Mrs W's point

of view in respect of the roofing materials and their relevant to why the glass can't be replaced. I still think it was reasonable for Lloyds to accept the findings of its surveyors.

Mr and Mrs W have offered to obtain a carpenter's report, which may shed more light on the matter. I should explain that it isn't for our service to tell the parties to obtain expert reports. This is a decision for Mr and Mrs W to make in the same way as they chose to speak to a structural surveyor. If Mr and Mrs W obtain a further report and find it supports their point of view, they should share this with Lloyds, and I would expect Lloyds to consider it fairly.

Mr and Mrs W's policy does not cover damage caused by wear and tear – and it allows Lloyds to make a cash settlement for insured damage. Lloyds has accepted liability for the two broken panes of glass and has made a cash settlement accordingly. It isn't in dispute that the glass can't be replaced without a great deal more work – potentially a new conservatory. I'm persuaded by the available evidence, in particular the photos and expert opinion of Lloyds' surveyors, that this work is necessary because of wear and tear. It wouldn't be fair or proportionate for me to require Lloyds to fund the cost of this.

Therefore, I find Lloyds' corrected settlement offer of £281.88 fair and reasonable.

Service

The parties haven't commented further about Lloyds' compensation offer. I therefore see no reason to change my provisional findings in respect of this. I require Lloyds to pay Mr and Mrs W the £300 compensation it offered.

Other issues

I'm sorry to hear Mr and Mrs W are having trouble taking out home insurance. I can imagine this is worrying at an already difficult time. I should explain that this is an issue our Service will likely be able to investigate, but it isn't within the scope of my decision here. Mr and Mrs W would first need to raise a complaint to the firm or firms responsible. If Mr and Mrs W remain unhappy, they could then refer the matter to our service – as long as they do so within six months of any final response letters.

The same holds true for Mr and Mrs W's concern about the total value of their claim that's showing on their renewal. If Mr and Mrs W haven't already, they will first need to raise a complaint to the firm about this.

In conclusion, I've considered the complaint again and my opinion hasn't changed. My provisional decision, and my comments here are now the findings of this, my final decision.

Putting things right

To resolve the complaint, if Lloyds hasn't already, I require it to:

- 1) Pay Mr and Mrs W its cash settlement offer of £281.88 for the conservatory and
- 2) Pay Mr and Mrs W a total of £300 compensation.

My final decision

For the reasons I've given, I uphold Mr and Mrs W's complaint about Lloyds Bank General Insurance Limited to the extent I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs W to accept or reject my decision before 30 June 2025.

Chris Woolaway
Ombudsman