

## **The complaint**

Mr B and Mrs F are unhappy that Lloyds Bank General Insurance Limited (“LBG”) declined their claim for storm damage.

Mr B and Mrs F are joint policyholders of buildings and contents insurance underwritten by LBG. For ease of reading, I’ll refer to Mrs F throughout my decision. Any reference to what Mrs F said or what LBG said should be taken to include anything said on their behalf.

## **What happened**

In February 2025, Mrs F claimed under her buildings insurance for roof damage. She said a storm on 24 to 25 January 2025 had caused her roof tiles to fall away. LBG asked Mrs F to obtain quotes for repair. She supplied two quotes, one for £16,000 and one for £24,000, for a full roof replacement.

LBG looked at the photos Mrs F’s roofer had taken showing the damage and compared it to online photos of the roof taken in July 2024. LBG declined Mrs F’s claim because the July 2024 photo showed damage in the same place as that which was the subject of her claim. LBG also said that the insurance database showed Mrs F had started a roof claim in 2021, although she didn’t pursue it.

Mrs F said she didn’t pursue the 2021 claim because it turned out to be her neighbour’s roof tiles that had fallen. She disputed the July 2024 photo because she’d never noticed anything wrong with her roof, and she’d never needed to have it maintained or repaired. Mrs F complained to LBG, and she provided her neighbour’s details so it could verify her account of events.

LBG issued a final response to Mrs F’s complaint, dated 17 March 2025, in which it maintained its decision to decline the claim. So, Mrs F brought her complaint to us.

Our investigator agreed there’d been a storm, and that roof damage could be typical of that caused by a storm. However, our investigator said LBG had fairly declined the claim, relying on evidence showing pre-existing damage. Our investigator didn’t uphold Mrs F’s complaint.

Mrs F said it was “disgusting” that LBG relied on an online photo when she’d never had a problem with her roof. She said the damage could’ve been caused by an earlier storm. Mrs F also said LBG hadn’t contacted her neighbour about the 2021 claim.

Because she didn’t agree with what our investigator said, Mrs F’s complaint was 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.

Having done so, I’ve decided not to uphold Mrs F’s complaint for broadly the same reasons as our investigator.

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. My role is to consider whether LBG responded to Mrs F's claim in line with those rules, and reasonably in all the circumstances, taking into consideration good practice, the law and what is likely to have happened given the evidence available.

The policy sets out the detail of the contract between Mrs F and LBG, including the definition of a storm and the circumstances under which it will or won't accept a claim.

LBG hasn't disputed that there was a storm event, and I think it's fair to say that roof damage can be typical of storm damage. So I've gone on to consider whether LBG fairly declined Mrs F's claim for the reasons it gave.

LBG compared the roof damage shown in the roofer's photos with that shown in online images of Mrs F's roof. LBG said the damage was in the same places and the roofer's photos simply showed that it had got worse since the July 2024 photo. Therefore, LBG said the damage was due to wear and tear.

Mrs F said she's never needed to carry out repairs to her roof and there's never been a problem. Therefore, she says the damage is storm-related.

Having looked at the photos provided, it's clear that Mrs F's roof was already damaged in July 2024. Tiles had slipped in a number of places. When I compared that with the photos Mrs F said were of the storm damage, it's clear that the damage is in the same place, but worse. Therefore, I'm satisfied that LBG's assessment of the photos was reasonable.

I have no reason to doubt Mrs F's account of events – that following a storm, tiles slipped from the roof, nearly hitting her family as they left the house. And I have no reason to doubt that the storm contributed to the tiles dislodging further and slipping. But the crucial point, here, is that the damage was already there, as evidenced by the photos. So, the storm has simply highlighted pre-existing damage.

While Mrs F said the damage may have been caused by another storm, she hasn't provided any evidence of that. And if another storm had damaged her roof, she would've been expected to report it at the time.

LBG declined Mrs F's claim under the policy exclusion of wear and tear. I'm satisfied that it reasonably relied on the evidence to decline the claim, and that it was fair in the circumstances.

I've noted what Mrs F said about LBG not contacting her neighbour to verify the details of the 2021 damage. It's not for LBG to find evidence to support Mrs F's claim or complaint. Even so, I don't find that the 2021 claim, which she didn't pursue, has any bearing on LBG's decision to decline her 2025 storm damage claim.

I understand Mrs F is going through some worrying personal times and she just wanted the roof replaced under her policy. I'm sorry to hear about her circumstances. However, on considering the evidence, I haven't seen anything to indicate that LBG has treated Mrs F unfairly, or that it has unreasonably declined her claim.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Mr B's and Mrs F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs F to accept or reject my decision before 22 August 2025.

Debra Vaughan  
**Ombudsman**