

The complaint

Mr A and Mrs A complain about Society of Lloyds (“SoL”)’s handling of their buildings insurance claim.

All references to SoL also include its appointed agents.

What happened

Below is intended to be a summary of what happened and does not therefore include a full timeline or list every point that has been made.

- Mr A and Mrs A purchased the property in July 2024. Renovations were carried out before the property was subsequently rented to tenants.
- Mr A and Mrs A have said that a repair and replacement of the roof was completed prior to purchasing the property, but the exact date of this is unknown.
- Following a named storm event in December 2024, Mr A and Mrs A’s tenant reported water leaking into the master bedroom. Initially a damp patch appeared, but this progressed to water leaking through.
- Mr A and Mrs A engaged a contractor, who advised there was significant damage to the roof and chimney on the exterior of the property and to the ceilings, walls and flooring internally.
- Mr A and Mrs A contacted their broker to initiate a claim. They called the insurer three times the same week to chase progress of the claim. However, they hadn’t received contact after a few days, so the broker agreed to chase SoL.
- Due to concerns Mr A and Mrs A had about further damage, and the health and safety of their tenants, they appointed a contractor to carry out the required work.
- External repairs were completed about a week later at a cost of around £3,325. This included repairs to the Chimney, repointing mortar, reinstalling and sealing lead flashings, repointing the wall inside the loft and removing wet insulation.
- Internal work was in the middle of being carried out when SoL attended the property in December 2024. This included redecoration work and replastering walls and ceilings.
- In its review of the claim, SoL declined to cover repair costs as it said they were the result of weathering and deterioration over time – which were maintenance costs not covered under the policy. It also highlighted previous repairs carried out the chimney flashings were not adequate.
- However, it did offer a settlement to cover missing roof tiles and repair an internal wall affected by water ingress.
- Mr A and Mrs A were not satisfied with SoL’s offer and disagreed with its decision, as it didn’t cover the cost of the repairs. They’ve disputed the findings of SoL’s investigation. They said SoL’s investigation was inadequate as they didn’t carry out further inspections of the roof or the loft during its site visit, and only considered photos.

- In its final response of February 2025, SoL said it felt it had reached the correct outcome regarding the claim and that its partial offer was fair.
- It said as repairs to the roof had already been completed at the time its adjuster attended, its ability to inspect any damage had been prejudiced, so didn't think it was unreasonable this area wasn't inspected during its visit.

Our investigator's view

Our investigator didn't recommend the complaint be upheld.

She said while Mr A and Mrs A's contractor had provided detail of a scope of work and an invoice for repairs, this didn't explain the likely cause of damage. She also considered a copy of a mortgage valuation report provided by Mr A and Mrs A but explained that she didn't find this persuasive as it didn't comment on the structure.

She said from considering the information available she wasn't persuaded that the storm was the main cause of the damage. She said she was more persuaded by what SoL had said that the storm had highlighted underlying issues which were not covered under the policy.

Comments from Mr A and Mrs A's contractor

Following our investigator's view, Mr A and Mrs A provided a statement from the contractor they appointed to assess the damage in December 2024.

They said although there is some expected age-related wear to parts of the structure, this wasn't the primary cause of the water ingress issues.

They said a named storm was the main cause and of the subsequent internal damage. They said the building had withstood years of regular weather until the storm event and that extreme wind and rain from this specific event overwhelmed the flashing and allowed water to enter the property.

SoL's response

Our investigator put the contractor's statement to SoL for comment. However, it said its loss adjuster made its decision based on its own extensive professional experience.

From the photos it felt it was clear the roof and chimney were in an extremely poor condition with substantial wear and tear. It said the extent of the internal water penetration supported this was an ongoing issue and not consistent with a single event. Therefore, it maintained its position in regard to the claim.

Further comment from our investigator

Our investigator reconsidered everything. But her opinion the complaint is not upheld remained. She said she still wasn't persuaded the storm was the main or dominant cause of the damage.

Mr A and Mrs A disagreed.

They said the rear side of the chimney, in identical condition, didn't suffer leaks. They say this demonstrates it wasn't a preexisting issue but a storm related failure.

They said their report also explains why the extent of the internal damage is consistent with sudden and forceful water entry and not gradual long-term ingress.

They said they'd experienced no issues in the six months they'd owned the property prior to the storm. With no leaks or water ingress spotted or reported by tenants. They said on the day of the storm the tenant reported water pouring in, providing pictures that clearly show this. They said their contractor has provided a clear technical explanation of the cause of damage and why it supports the storm was the main cause.

The complaint has now passed 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.

I understand Mr A and Mrs A have strong views about what has happened, and I want to assure them I've read and considered everything they've provided, including the letter from their contractor and tenant, very carefully.

However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a courtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by all parties to reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I do not uphold the complaint for these reasons:

- It's not disputed storm conditions were present at the time of the incident or that the damage is consistent with the type of damage a storm causes. However, I'm not satisfied the main cause of the damage was the storm. I'll explain why.
- From reviewing photos, I do think they show evidence of age-related wear and tear. For example, one photo shows a weathered chimney, with failing mortar and heavy growth present. This isn't something that generally occurs suddenly.
- SoL noted mortar between bricks of the chimney, and the loft wall, failed and needed replacing, which is also damage that generally occurs over time.
- I can also see repairs were carried out to pointing by Mr A and Mrs A's contractor. These are all things that typically I wouldn't associate with storm related damage and are more consistent with age related deterioration. Which is excluded from cover under the terms of the policy.
- I've considered Mr A and Mrs A's comments about the condition of the chimney prior to the storm, but I've not received any evidence that shows it was in good condition previously – and the photos I've seen do not persuade me that it was. A mortgage valuation report has been provided by Mr A and Mrs A, but this isn't a structural report.
- I've also considered the further statement from Mr A and Mrs A's contractor, but for the reasons I've already set out, I find what SoL has said here is more persuasive and consistent with the evidence available.
- In addition the fact other areas of the roof have remained undamaged isn't relevant as I think it is likely the storm in this event served to highlight issues that existed in the parts that were damaged.
- So having reviewed everything available I'm not persuaded the storm was the main cause of the damage. Therefore, I think SoL have acted fairly in offering a partial settlement to the claim.

So for these reasons, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr A and Mrs A's complaint.

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

Michael Baronti
Ombudsman