

The complaint

Mr W is unhappy with the decision by Lloyds Bank General Insurance Limited (Lloyds) following a claim for storm damage under his home insurance policy.

Lloyds is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Lloyds has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Lloyds includes the actions of any third party instructed by Lloyds during Mr W's claim.

What happened

The facts of Mr W's claim are well-known to Mr W and Lloyds, so I haven't repeated them in detail here. To summarise, Mr W tried to make a claim under his policy for internal damage to his property following bad weather conditions. Lloyds said the evidence didn't support there being storm conditions on or around the date of claim.

Mr W complained to Lloyds about its decision to decline his claim. Lloyds didn't change its decision, and so Mr W brought his complaint to us. Our Investigator said Lloyds had fairly declined the claim and didn't ask it to do anything in settlement of Mr W's complaint. Mr W didn't agree. As the complaint couldn't be resolved it has been passed to me for 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Claim for storm damage

This service has an established approach for considering storm damage. We'd likely say a business needs to do more if the answer to the following three questions is yes:

1. Were there storm conditions on or around the date of claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of damage?

If the answer to any is no, it's likely the business has acted fairly.

1. Were there storm conditions on or around the date of claim?

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. I've considered the evidence to determine whether Lloyds has acted fairly and reasonably when reaching a decision on Mr W's claim.

When insurance claims are made, we think it's fair and reasonable for the insurer to expect the customer to demonstrate that the losses they're claiming for were caused by an insured event (in this case, the stormy weather).

The policy terms define storm conditions as:

6. Storm

When we say 'storm' we mean strong winds over 55mph, and/or hail or snow that's extreme enough to damage hard surfaces or break glass. Rain alone is not a storm.

We won't pay for any damage if your home is not in good condition. We will, however, pay claims for internal damage if you were unaware that your home was not in a good condition and the damage was caused by torrential rain of 25mm or more in a day.

When Mr W called to report the damage on 28 January 2025, Lloyds didn't check weather records for the area and instead requested a quote for repairs. It later checked weather records but the maximum wind speed recorded around a month preceding Mr W's call was 47mph on 31 December 2024, and 45mph on 24 January 2025. The maximum rain recorded was 17.4mm on 1 January 2025 and 14.4mm on 26 January 2025 over a 24 hour period.

Our Investigator also looked at weather records which also showed similar readings to what Lloyds found for these dates. Having considered this evidence, I'm not persuaded there were there storm conditions on or around the date of claim.

In reaching this decision I have considered the date peak gusts were recorded around 31 December 2024, when wind speeds reached 47mph. This wind speed doesn't satisfy the policy terms, but may indicate that the weather was such that storm conditions may have impacted Mr W's property. However, I'm more persuaded by the weather closer to the date of loss reported by Mr W. And the weather from around this time shows a maximum wind speed of 45mph on 24 January 2025. This doesn't satisfy me that there were storm conditions present on or around the date of claim.

In reaching a fair and reasonable outcome for this complaint, I've also considered the wider circumstances of the claim, alongside our approach.

At the time of reporting his claim, Mr W referred only to internal damage. There aren't any images of the roof itself, to assess whether the damage to the roof is consistent with what we'd expect for storm damage.

I've seen the invoice for the repairs carried out by Mr W on his property. Whilst this lists the repairs carried out, it doesn't demonstrate that the weather conditions at the time were the main cause of damage being claimed for.

Generally flat roofs have a lifespan of 10-15 years, but this is also affected by a number of factors. I haven't seen any evidence of the age or condition of Mr W' roof at the time of the claim. And whilst the damage could have been caused by the storm, it's also possible the weather simply highlighted existing issues with the roof.

As I've said, when making a claim the onus is on the customer to show their losses were caused by the insured event (the storm). Mr W hasn't done that in this case. There are no reports to show the roof was in good repair prior to the storm or that the storm was the main cause of the damage.

So, whilst there isn't enough evidence to say that there were storm conditions on or around the date of claim, based on the other evidence I've seen, I'm also not persuaded that the damage is consistent with storm damage and the storm was the main cause of damage. I've also considered the accidental damage terms of the policy but I haven't seen any evidence to say that these have been met. So, I won't be asking Lloyds to pay the claim.

However, I understand Mr W is unhappy with being led to believe that the claim would be covered and then being told that it wouldn't. I can see why Mr W would be disappointed to receive communication which resulted in him obtaining quotes for repairs, only to be informed later that the storm criteria has not been met and so the claim wouldn't be covered.

Lloyds have already paid compensation of £185 for the misleading information. From what I've seen, I think this is fair and reasonable. I say this because this amount reflects the trouble and upset caused to Mr W by poor claim handling, but also that the outcome of the claim itself remains unchanged.

Although I can understand Mr W's disappointment, for the reasons explained, I'm not going to ask Lloyds to do anything further in response to Mr W's complaint.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 28 November 2025.

Neeta Karelia
Ombudsman