

The complaint

Mr P and Mrs G complained that Lloyds Bank General Insurance Limited ("Lloyds") unfairly declined a claim for storm damage, under their home buildings insurance policy.

I'll refer to Mr P for ease.

What happened

Mr P noticed water ingress through an extractor fan in his kitchen on 24 November 2024. He contacted Lloyds on 28 November to make a claim. He said significant damage had been caused to his roof by the named storm, Bert. Mr P obtained quotes for the repairs from two contractors. They both quoted for the roof to be stripped of tiles, re-battened and felted, and for the tiles to be reinstated.

Lloyds sent a surveyor to inspect the damage. Mr P said he wasn't professional and didn't go on the roof. He said he was subsequently told that the claim was declined. This was because of a pre-existing issue with a leak that hadn't been repaired, and due to damage that had occurred gradually overtime.

Mr P didn't think he'd been treated fairly, and he referred the matter to our service. Our investigator didn't uphold his complaint. He said that although storm force winds were recorded, the underlying cause of the damage was due to the deteriorated condition of the roof.

Mr P didn't accept our investigator's findings and asked for an ombudsman to consider the matter.

It 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.

Having done so I'm not upholding Mr P's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

Storm Bert affected part of the UK in late November 2024. This was around the time Mr P noticed water ingress. I've looked at weather data from around this time from a weather station close to Mr P's home.

The maximum wind speed recorded on 24 November 2024 was 58mph. Mr P's policy defines a storm as:

"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."

Based on this evidence storm force winds that meet Lloyds's definition were experienced at the time of Mr P's loss. So, the answer to question one is yes.

Rainwater ingress is typical of damage caused by a storm. This means the answer to question two is also yes.

The final point I need to be satisfied with is that the storm was the underlying cause of the damage. To understand more about this, I've referred to the surveyor's report that Lloyds provided. The surveyor wrote that Mr P advised he'd had an issue with the flat roof previously. He said this was now covered with a tarpaulin. This is where the water had penetrated and was seen coming through the extractor fan. The surveyor said Mr P also referred to tile damage on the main roof.

In his report Lloyds's surveyor said there were no signs of storm damage externally. But that the damage was the result of the previous leak not being repaired and a breakdown of materials over time. The surveyor determined that the claim should be declined in full.

I've also listened to several audio records the surveyor made. He explained that a previous leak had occurred in September 2024. This had been fixed temporarily with the provision of a tarpaulin. The surveyor said that this had been fixed in place roughly. And that there was a section of lead that had been inserted by the contractor who had carried out the temporary repair as he'd cracked a tile. The surveyor said the tarpaulin had come off in the high winds. He mentioned Mr P had referred to this dislodging some tiles that he had tried to reseal himself.

In his audio records the surveyor is clear that the cause of the recent water ingress is likely due to the same cause as the previous leak. He said no permanent repairs had been attempted, which is why further ingress had occurred.

I note Mr P's concern that the surveyor didn't go onto the roof. Lloyds confirmed this was due to health and safety concerns. I acknowledge Mr P's point but it's clear from the photos that were taken that the surveyor was able to get a good view of the condition of the roof, including the area where the water ingress had been identified.

From the photos provided I can't see that there is a flat roof at Mr P's property. I asked Lloyds to comment further on this point. It responded to say it had spoken with its surveyor. An apology was provided for referring to a 'flat roof' in error. It explained that this should not have been included in the report as there was no flat roof.

Additionally, I asked Lloyds if its surveyor had considered the main roof. I noted the surveyor referred to damaged tiles on the main roof as highlighted by Mr P. Lloyds responded to say that the main roof appeared in an *"ok condition"*.

From what I've read Mr P's claim is about the roof that covers the extension to the rear of his

property. I've not seen evidence that shows damage occurred to the main roof. So, I don't think Lloyds has acted unfairly in relation to this point.

Having considered all of this I don't think a storm was the underlying cause of the damage Mr P reported. This was due to natural aging of the roof covering, and the lack of permanent repairs following the previous leak. This means Lloyds can reasonably decline Mr P's claim for storm damage.

I've also checked Mr P's policy terms and conditions. Wear and tear and damage that happens as his property ages isn't something that's covered. This means I don't think Lloyds treated him unfairly when it declined his claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr P to accept or reject my decision before 19 January 2026.

Mike Waldron
Ombudsman