

## **The complaint**

Mr and Mrs M complained that Lloyds Bank General Insurance Limited (“Lloyds”) unfairly declined their claim for storm damage to their roof, under their home buildings insurance policy.

I’ll refer to Mr M for ease.

## **What happened**

On 24 January 2025 Mr M said a section of timber edging was ripped off his roof causing water ingress and also damage to his shed. He said this was due to the named storm “*Eowyn*”. He said he contacted Lloyds to make a claim. But it declined cover by referring to a gradual cause for the damage. He didn’t think this was fair and complained.

In its final complaint response dated 15 May 2025 Lloyds told Mr M that it had reconsidered his claim, but that it was maintaining its decline decision. It explained that the timber capping that had blown off in the storm showed signs of rot. It also referred to other signs of deterioration to Mr M’s roof. Lloyds said its policy doesn’t provide cover for damage that occurs gradually.

Mr M didn’t think that Lloyds had treated him fairly and he referred the matter to our service. Our investigator didn’t uphold his complaint. He acknowledged there had been a storm with very strong winds. But he said the evidence indicated Mr M’s roof was in a deteriorated condition prior to the storm.

Mr M didn’t accept our investigator’s findings. He said storm Eowyn was the worst storm that had occurred since his roof had been put in place. He thought this was probably in the 1980s and 1990s, which he said didn’t allow time for nail corrosion or the roof to fail. As he disagreed with our investigator’s findings he asked for an ombudsman to consider his complaint.

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 M’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.

I've looked at weather records Lloyds provided. On 24 January 2025, when the damage occurred, wind speeds up to 70mph were recorded close to Mr M's home.

Mr M's policy provides the following definition for a storm:

*"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."*

Lloyds doesn't dispute that storm force winds were experienced around the time of Mr M's loss. I think it's clear from this information that storm conditions did occur. So, the answer to question one is yes.

Damage to roofs, including the timber board Mr M refers to, is fairly typical of damage caused by storm force winds. So, I think it's reasonable to accept the answer to question two is also yes.

The final point I need to be satisfied with is that a storm was the underlying cause of the damage. To understand more I've read the surveyor's report that Lloyds provided. I've copied the relevant excerpts below:

*"The slate roof is in a poor state of disrepair. There are numerous lead tabs all over the property. The cather board on the rear gable has fallen off and the remaining section is completely decayed timber. No signs of storm damage... the claim will be declined due to a natural breakdown of materials... The slates on the pitched rear roof to the rear are in a dilapidated state of disrepair. The roof is indicative to numerous previous failed repairs and timber decay, all of which not storm related damage but gradual deterioration over a significant period of time."*

I've looked carefully at the photos the surveyor took to see if the condition of the roof appears as described. I think it does. The section of timber board left fixed to the roof is clearly affected by rot. There are numerous parts of the roof where patch repairs have been carried out using tape. There also appear to be a number of cracked and slipped slates. There are solar panels fixed to the rear roof slope. This prevents a view of the condition of the roof beneath. But based on what is observable the roof coverings are of some age, and show clear signs of deterioration. This supports Lloyds's surveyor's findings.

I've also read the quote Mr M obtained from a roofer. It says, "*an area of timber capping board...has deteriorated and come loose from the roof in recent high winds*". This supports that the timber was affected by rot, which was the underlying reason it was blown off by the strong winds. The remainder of the report talks about the work required to repair the damage.

I've thought carefully about Mr M's comments that the roof was installed in the 1980s at the latest, and his view that it could not have deteriorated sufficiently in that time. However, I've not seen evidence to show the date Mr M's roof was installed. That said it is strongly indicated in the information I've seen that the underlying cause of the damage is a gradual one. The photos show an aged roof that is deteriorated in many areas and has been subject to multiple patch repairs. I'm more persuaded that this is the reason for the damage, not a

storm. Mr M's policy covers him for one-off sudden events, not issues that occur gradually due to wear and tear. I've no doubt that the strong winds were the catalyst for the damage that occurred. But a well-built roof in good condition should withstand storm force winds. This means the answer to question three is no, and Lloyds can reasonably decline the claim.

I note Mr M's reference to damage to a shed roof. In its submissions to our service Lloyds says this wasn't included in the claim. It said Mr M should contact its claims team if he wants to claim for additional losses and it will consider this separately.

I've not seen evidence that damage to a shed or other areas was included in Mr M's claim. So, I think what it says is reasonable that he should make contact should he want to pursue this further.

Having considered all of this I don't think Lloyds treated Mr M unfairly when it relied on its policy terms to decline his claim for storm damage. 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 M and Mr M to accept or reject my decision before 15 March 2026.

Mike Waldron  
**Ombudsman**