

The complaint

Mrs H complained that Lloyds Bank General Insurance Limited (“Lloyds”) unfairly declined her claim for damage to her roof, and provided a poor standard of service, under her home buildings insurance policy.

What happened

Mrs H noticed rainwater entering through her ceiling, which caused damage internally. She contacted Lloyds to make a claim on 7 August 2025. This was after she returned from holiday. Mrs H said the loss had occurred around 5 July. Lloyds inspected the damage but declined to pay for the repairs. Mrs H didn’t think this was fair and complained.

In its complaint response dated 2 October 2025 Lloyds explained that Mrs H’s flat roof had been the subject of an earlier claim. This had also been declined as she had arranged for the roof to be replaced before its surveyor had the opportunity to inspect the damage.

Mrs H had referred a complaint about this earlier matter to our service in February 2025. Our investigator thought Lloyds should have handled the matter better. She said Lloyds should pay for a skylight window to be fitted and for the flat roof around this to be made good. Additionally, she said it should pay £250 compensation to Mrs H.

In its October 2025 response Lloyds explained that issues with how the replacement flat roof had been installed was the reason it had failed. It said there were no storm conditions or evidence of storm damage to support a storm claim. The business explained that damage due to water ingress had occurred over time and was also excluded for this reason. It also said that Mrs H hadn’t arranged for a skylight window to be fitted.

Lloyds agreed to pay Mrs H what it cost for her roofer to replace five missing tiles from a pitched section of her roof. It said this was because there were gale force gusts around the time of her claim. But it maintained there was no cover for the flat roof damage. The business paid Mrs H £300 compensation for poor service. It also explained the carpet Mrs H had claimed for would be assessed.

Mrs H didn’t think Lloyds had treated her fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. He thought Lloyds’s argument was persuasive that the ongoing issues with the flat roof, were the result of poor workmanship from when it was replaced. He agreed that it was fair for Lloyds to offer to pay for the roof tiles, and that it paid £300 compensation for the poor service it provided.

Mrs H didn’t accept our investigator’s findings and asked for an ombudsman to consider her 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 Mrs H's complaint. I'm sorry for the upset all of this has caused her. I understand this has been distressing, especially given her health concerns. But I'll explain why I think my decision is fair.

For clarity I'm not considering the issues Mrs H raised in her earlier complaint. This has already been dealt with by our service. My decision here will focus on her claim made in August 2025 for damage due to a storm/water ingress.

Lloyds's claim records state that Mrs H arranged for someone to visit her property under her home emergency cover. This was after she discovered a leak. The claim was initially considered under an escape of water cause. The notes say some plasterboard had come away, and Mrs H could see a pipe with water on it in-between the ceiling and roof.

I've seen a report provided by the contractor who looked at the damage under Mrs H's home emergency cover. The report concluded that the flat roof was leaking. It said Mrs H had advised it got worse with heavy rain. The contractor could not see any pipework between the ceiling and the flat roof. He recommended a roofer was needed for the repairs along with a plasterer. After this Lloyds wrote to Mrs H to decline her claim. It referred to the flat roof repairs for which she had recently paid £7,500. And suggested she should contact the contractor that had done the work.

The records show Mrs H arranged for a builder to carry out some partial repairs. Lloyds subsequently agreed to consider the damage under a storm cause and arranged for a surveyor to inspect Mrs H's roof on 27 August 2025.

There are three points we need to consider in relation to a storm claim: were storm conditions experienced; is the damage typical of that caused by a storm; and was a storm the underlying cause of the damage. If the answer to any of these questions is no, then Lloyds can reasonably decline the claim.

I've looked at records from a weather station near to Mrs H's home from around the time she said the damage occurred. This was on 5 July 2025. This showed wind speeds of around 45mph with 47mph recorded on 4 July.

Mrs H's policy defines a storm as:

"A period of violent weather defined as:

Wind speeds with gusts of at least 48 knots (55mph) (Equivalent to Storm Force 10 on the Beaufort Scale) or; Torrential rainfall at a rate of at least 25mm per hour.."

Wind speeds, as the time of Mrs H's loss, were recorded below this level, so was the amount of rainfall. So, the answer to question one is no. This means Lloyds can reasonably decline Mrs H's claim for storm damage.

For completeness I've thought about the remaining two questions. Damage to a roof resulting in rainwater ingress is typical of damage caused by a storm. So, the answer to question two is yes. I've read the surveyor's report Lloyds obtained. She found no evidence of storm damage on the roof. The surveyor referred to ongoing leakage within the property indicating that the roof was installed improperly. She said there was no recorded storm event at the time of the loss. And that the rainwater ingress appeared to have been ongoing for some time.

I've looked at the photos taken by the surveyor. I can't see any apparent damage to the flat roof, such as lifted felt or timbers, or that there is any obvious impact damage that could have occurred during a storm. The indication from what the surveyor found was that the damage resulted from how the roof had been installed.

The claim records include a note from a conversation between Lloyds and Mrs H's roofer. The note says the contractor had replaced five roof tiles. He attributed the missing/broken tiles to storm damage. The contractor said the flat roof had several issues. This included a gully that was too small for drainage purposes, an incorrect gradient used for the roof, and there was no guttering on the gable end.

Based on this evidence a storm wasn't the underlying cause of the leaking roof. There were no recorded storm conditions. Similarly, the rainwater ingress is indicated to be the result of poor design/faulty workmanship when the roof was replaced.

Mrs H's policy terms exclude 'faulty design' from cover. So, I don't think Lloyds treated her unfairly when it relied on these terms and declined to pay for the repairs to her roof.

I can see that Mrs H has accidental damage cover under her policy. But her policy also excludes damage that occurs gradually under this cause. From the evidence presented, the damage has occurred over some time. So, I don't think it's unreasonable for Lloyds to decline cover for the internal damage.

Lloyds did agree to pay for the roof tiles that Mrs H's contractor replaced. The reasoning it gave for this was that strong wind gusts were recorded. As discussed, I can't see that storm force winds were experienced. But Lloyds has paid for this in any case, which has benefitted Mrs H.

I've thought about the standard of service Mrs H received. The business highlighted a delay in reviewing her claim. From what I've read it took three weeks for a surveyor to inspect the damage. The business had initially declined the claim based on the emergency contractor's inspection. Updates on the claim progress weren't always provided as agreed. So, overall, I think a compensation payment is warranted for the inconvenience and frustration this caused Mrs H. But I think the £300 it has already paid is fair to acknowledge this, so I won't ask Lloyds to pay more.

Having considered all of this, although I'm sorry this has been a distressing experience for Mrs H, I don't think Lloyds treated her unfairly when it relied on its policy terms and declined her claim for the reasons it gave. The standard of service could have been better, but I'm satisfied it's done enough to put this right with a compensation payment. 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 H to accept or reject my decision before 25 January 2026.

Mike Waldron
Ombudsman