

The complaint

Mrs C and Mr G have complained that Lloyds Bank General Insurance Limited (Lloyds) unfairly declined a claim under their home insurance policy.

References to Lloyds include companies acting on its behalf.

What happened

Mrs C and Mr G made a claim for storm damage to the guttering on their property. Lloyds sent a surveyor to assess the damage. The surveyor decided the damage was due to material breakdown and rot. Lloyds declined the claim because it said the damage wasn't consistent with a storm.

When Mrs C and Mr G complained, Lloyds maintained its decision to decline the claim. It said the damage was caused by timber decay and rot to the fascias. It said that although heavy winds were recorded at the time the damage became apparent, this highlighted an existing issue rather than causing it. It said this wasn't covered by the policy. However, it said there was a delay in its Home Claims team responding to an email. It apologised for this and confirmed that its previous offer of £75 compensation, which Mrs C and Mr G had declined, was still available if they now wished to accept it.

Mrs C and Mr G complained to this Service. Our Investigator didn't uphold the complaint. He said that although there was evidence of a storm, it was reasonable for Lloyds to rely on its surveyor's findings that the pre-existing condition of the fascia, which showed signs of timber decay and rot, was the main cause of damage. He also said the £75 compensation Lloyds offered was fair for the delay in it responding to Mrs C and Mr G.

As Mrs C and Mr G didn't agree, the complaint was referred 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.

My decision is based on the information and evidence available to Lloyds at the time it responded to the complaint. It is my understanding that Mrs C and Mr G are considering whether to commission their own expert report on the cause of damage. If Mrs C and Mr G have additional evidence they want Lloyds to consider, they should provide it directly to Lloyds.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, Lloyds doesn't dispute that there were storm conditions around the time Mrs C and Mr G found the damage. I also looked at weather conditions around that time and found windspeeds of up to 60 mph, which would be considered storm strength winds. I also think strong winds could cause damage to guttering. So, I think the answer to the first two question is yes.

So, I've thought about the third question, which is about whether the storm was the main cause of the damage. Lloyds' surveyor found evidence of timber decay and rot to the fascia to which the guttering was attached. Looking at the photos, these are consistent with the surveyor's findings and show what appears to be decay and rot. Lloyds also carried out a second review using in-house surveyors. It confirmed to Mrs C and Mr G that it took into account the information provided by them. This included their roofer's photos, which also showed decayed and rotted timbers, along with its own surveyor's report. It maintained its decision to decline the claim. I'm aware Mrs C and Mr G also don't dispute that there was rot present, although they have said it was a localised section and the majority of the fascia was in sound condition. They have also said they had annual inspections carried out by qualified roofing contractors who hadn't raised any concerns about the fascia.

Based on the evidence available to Lloyds, I think it was fair for it to decline the claim on the basis that decayed timbers and rot were the main cause of damage and that the storm highlighted these pre-existing issues. There was evidence of rot and decay and Lloyds was entitled to rely on its expert's findings in the absence of persuasive evidence to the contrary. Although Mrs C and Mr G have explained they don't think the rot and decay was the main cause of damage, this doesn't persuade me that Lloyds' assessment was unreasonable. Decay and rot were exclusions under the policy, so there wasn't cover for what happened.

While it was reviewing the complaint, Lloyds identified that there had been a delay in its Home Claims team responding to Mrs C and Mr G. It offered £75 compensation for this, which Mrs C and Mr G didn't accept. I think the compensation was fair in the circumstances. I leave it to Mrs C and Mr G to contact Lloyds if they now wish to accept the compensation.

So having looked at what happened, I don't uphold this complaint or require Lloyds to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr G to accept or reject my decision before 26 February 2026.

Louise O'Sullivan
Ombudsman