

## **complaint**

Mr and Mrs N complain about the level of service received from Lloyds Bank General Insurance Limited when making a claim under their home insurance policy.

## **background**

In February 2018, Mr N contacted Lloyds to report that damage was being caused by a leaking boiler at their property. He reported the damage was located both internally on the stairwell ceiling, and the external carport.

Mr N said they had experienced a similar issue roughly 24 months prior which resulted in contacting their home emergency provider, and making a home insurance claim with Lloyds.

Mr N said an engineer from his home emergency provider attended their property on 9 February 2018 to stop the leak. And Lloyds made arrangements for its agent to attend to assess the damage.

Mr N said Lloyds' agent attended his property on 12 February 2018, but he wasn't kept updated following that and had to chase for updates. Lloyds said it apologised for this and offered to pay Mr and Mrs N £50 for the inconvenience caused, and refund £7 in phone call costs.

Lloyds carried out an asbestos test, which proved negative, and assessed the internal and external damage. It agreed the internal stairwell ceiling damage was related to the leaking boiler, but disagreed the damage caused to the external carport was related.

Mr and Mrs N disagreed with Lloyds' initial findings. They also complained about the excess payment; Mr N said he was initially told the excess payment was £50 but was later informed it was £300. Lloyds disputes this. Mr and Mrs N also maintained that the excess shouldn't be applied as the boiler leak relates to a previous repair carried out inadequately.

Lloyds received a quotation for the works required to repair Mr and Mrs N's stairwell ceiling damage. It maintained that the external damage to the carport was unrelated to the boiler leak and not covered under the policy. Lloyds requested that Mr and Mrs N pay the £300 excess payment so the internal repairs could commence.

Mr and Mrs N were unhappy with the level of service received from the agent at Lloyds. So Lloyds appointed a different agent, who attended their property on 27 March 2018. The agent agreed the damage to the carport was due to wear and tear, and wasn't related to the boiler leak. Lloyds communicated this to Mr and Mrs N on 29 March 2018. They remained unhappy with this decision so they referred the complaint to our service.

Our investigator initially recommended Mr and Mrs N's complaint should be upheld. She considered it was more likely than not that water had leaked from the boiler and damaged the carport. She therefore recommended that Lloyds should accept the damage to the carport as part of the claim. Mr and Mrs N agreed with our investigators initial view, but Lloyds didn't.

Lloyds responded to say it didn't feel the damage to the carport timber structure was consistent with the damage inside Mr and Mrs N's property. It also argued water couldn't penetrate the outer wall and travel laterally to cause damage to the carport.

Lloyds also provided our investigator with an expert opinion from a chartered builder and engineer. The expert considered the wet rot to the wall plate was most likely longstanding, and therefore shouldn't be covered under the policy.

Our investigator reviewed the further information and was persuaded by the opinion of the expert, and her view was Mr and Mrs N's complaint shouldn't be upheld. Mr N responded to say they wouldn't be in a position to provide an independent engineers report. Mr N also provided drawings showing what he considered illustrated what had occurred to cause damage to the carport, but this didn't change our investigators view.

Mr N requested that our investigator listens to a specific call recording between him and Lloyds, which she did. But she remained of the opinion that Mr and Mrs N's complaint shouldn't be upheld. As Mr and Mrs N remain unhappy, the case has been passed to me to decide.

### **my findings**

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, and while I appreciate this will disappoint Mr and Mrs N; I don't think this complaint should be upheld and will explain why.

I will explain that my decision relates solely to the complaint Mr and Mrs N raised about Lloyds, their home insurer. I therefore won't be considering any points Mr and Mrs N have raised about their home emergency provider – which is a separate entity to Lloyds Bank General Insurance Limited.

Like most buildings insurance policies, the terms and conditions of Mr and Mrs N's policy state:

#### *'General exclusions*

*This policy does not cover:*

*Any loss or damage caused by:*

- *Wear and tear.'*

Mr and Mrs N have argued that the carport was damaged by the water that leaked from the boiler in their upstairs bathroom, but I'm afraid I don't agree. I'm more persuaded that the carport showed signs of wear and tear and wasn't damaged by a one-off insured event.

I'm satisfied that Lloyds carried out a fair investigation into the cause of the damage to Mr and Mrs N's carport. Mr N was unhappy with the conduct of the first agent that carried out the visit to his property. Mr N said the agent attended but didn't contact him following the visit to discuss next steps. Mr N also said the agent hadn't updated the claim file on the systems. Lloyds accepted it failed to keep Mr and Mrs N updated, leaving Mr N to chase for information. It compensated Mr and Mrs N for this and I'm satisfied it acted fairly in doing so.

Following a second agent attending to test asbestos and the damage, Mr N requested Lloyds provided him with a different agent to assess the claim at the property. Lloyds appointed a third agent to visit Mr and Mrs N's property to assess the damage. Lloyds said

the third agent was a chartered builder and engineer. He provided a report on the damage which was consistent to the opinions provided by the previous attending agents.

I have included sections of the report provided by the third agent that I felt were most compelling. The expert opinion stated that *'the wall-plate has been damaged by wet rot. This can only develop where there is persistent dampness. This isn't just a small section of rot either; my conclusion is that this has been going on for many years. I note that the junction between the car port roof and the wall has no weather proofing. The junction ought to be waterproofed since it's one of the most vulnerable points in the roof. It then goes on to state that rainwater can freely seep down the gap between the wall and the roof sheet.*

*I note that the boiler is not directly below the wood rot. I also note that the rot has affected the outer face of the wall plate first. Damage arising from a leaking boiler internally appears highly unlikely. For this to happen there must be a certain chain of rather unusual event.'*

The agent goes on to conclude that *'the rot on the front face of the wall-plate is the culmination of rainwater seeping down the open joint between the roof panel and the wall. This is not damage caused by the leaking boiler, or by any other insured cause.'*

Given the information detailed within the report from the expert, and while I appreciate this will disappoint Mr and Mrs N, I'm not persuaded that the damage caused to the carport is related to the internal boiler leak.

I have listened to the call that Mr N felt would change our investigators view. Mr N describes the problem to the agent and the level of damage caused to both the internal stairwell above the stairs, and the external carport. During this call the agent also informs Mr N an excess of £300 is payable in order to progress the claim, which may be recovered further down the line. Based on this, I'm satisfied Lloyds made it clear to Mr and Mrs N that an excess was payable, and the amount.

Mr N does describe the level of damage being caused, but I'm not persuaded the content of the call recording establishes the root cause of the damage to the carport, or the most likely cause – as explained I'm more persuaded by the opinion of the expert here. I therefore won't be asking Lloyds to do anything else here in relation to the external carport; because I'm in agreement it's not something that's covered under Mr and Mrs N's buildings insurance policy.

My understanding is the internal repairs have not yet commenced. Mr and Mrs N would need to contact Lloyds to discuss this further.

### **my final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs N to accept or reject my decision before 8 August 2019.

Martyn Tomkins  
**ombudsman**