

complaint

Mr S and Mrs K complain Lloyds Bank General Insurance Limited unfairly refused to pay their claim for damage to a roof.

background

Mr S and Mrs K made a claim for storm damage on their Lloyds buildings insurance. But Lloyds said the damage to their roof wasn't caused by a storm. Instead, it was gradually occurring damage caused by poor workmanship. So it wasn't covered by their policy.

Our adjudicator didn't think the complaint should be upheld. He didn't think a storm was the main cause of the damage to the roof. And he didn't think the damage was covered by Mr S and Mrs K's policy. They didn't agree, so the complaint has been passed to me.

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 this, I'm not upholding it.

I've seen photos of the inside and outside of the roof. I've also read Mr S and Mrs K's, Lloyds' and its contractor's comments on the damage. And I haven't seen anything that makes me think a storm was the main cause. There doesn't seem to be any of the tearing or lifting that's usually found with storm damage to this type of roof. Mr S and Mrs K say there is lifting, but they haven't shown this. The contractor said, in a report to Lloyds, that the damage was the result of faulty workmanship. And from what I've seen, this probably was the main cause. So it was reasonable of Lloyds to refuse to pay the claim under the storm part of the cover. And the damage isn't covered by any other section of Mr S and Mrs K's policy.

my final decision

For the reasons given above, I'm not upholding Mr S and Mrs K's complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs K to accept or reject my decision before 8 February 2016.

Daniel Martin
ombudsman