

## **complaint**

Mr and Mrs D have complained that Lloyds Bank General Insurance Limited has declined a claim they made on their home insurance policy.

## **background**

Following a period of heavy rain, Mr and Mrs D made a claim for storm damage to their conservatory. Lloyds declined the claim on two counts: 1) that there were no storm conditions present at the time and 2) that the damage wasn't consistent with a storm event but was down to wear and tear.

Our adjudicator partly upheld the complaint. She didn't think that the exterior damage was caused by a storm, so Lloyds shouldn't have to settle that part of the claim. But she did think that the interior damage was caused by the storm, so Lloyds should accept that part of the claim.

Lloyds disagrees and so the complaint has been passed to me for a decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Lloyds sent a contractor to the property to assess the damage. Their report says that there are patch repairs to the guttering which indicates previous issues and that there was lots of debris in the gutter which broke the supporting brackets due to its weight. It concluded that the roof of the conservatory was in a pre-existing poor state.

Following this, Mr and Mrs D wrote to Lloyds and included photos to explain why they thought that the contractor's conclusions were wrong. In their view it wasn't the guttering that was at fault. They said that the location of water entering the conservatory corresponded with an area above where there was a gap in the flashing. A photo of the area shows an obvious gap in the flashing.

Lloyds then did agree that the water had probably entered via the flashing. But it still declined the claim, because it said the gap was the result of de-bonding due to age and not wind damage.

Lloyds has referred to no storm conditions being present because there were no significant winds. But the definition of storm in the policy is: Wind speeds with gusts of at least 55mph AND/OR Torrential rainfall at a rate of at least 15mm in any am or pm period. So rainfall in the absence of high winds can meet the definition of a storm. Looking at the weather data for the date in question, there was torrential rain to a level of 17.2mm. So I'm satisfied that there was a storm, as defined by the policy.

When considering a storm claim, we take into consideration:

- Was there a storm?
- Is the nature of the damage claimed for consistent with storm damage?
- Were the storm conditions the main cause of the problem?

If the answer to any of these questions is 'no', the complaint is likely to fail.

Based upon the evidence I've seen, there was a storm. So the answer to the first question is 'yes'.

For the second question, for the external damage I think the answer is no. The nature of the damage to the roof doesn't seem to be anything that would be caused by a storm. A builder's report supplied by Mr and Mrs D says that the flashing could have failed due to wind uplift forces or high winds. But that's only because an inherent problem to the membrane caused the flashing to bridge. And anyway, there were no significant winds on the day in question. For the internal damage though, the answer to the second question remains yes.

The third question now only applies to the internal damage. And it does seem to me that the storm conditions were the main cause of the internal damage to the conservatory. So I think the claim for storm damage to the inside of the property should succeed.

In summary, Lloyds doesn't need to consider the claim for the roof, but it now needs to accept the claim for the internal damage.

### **my final decision**

My decision is that I partly uphold Mr and Mrs D's complaint. Lloyds Bank General Insurance Limited should:

- settle the claim for internal damage subject to the remaining terms and conditions of the policy.

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

Carole Clark  
**ombudsman**