

The complaint

Mrs J complains about Lloyds Bank General Insurance Limited's (Lloyds) service when assessing her claim under her home insurance policy.

What happened

Mrs J called Lloyds and reported that she had heard a loud crash from the roof and saw cement and tiles dislodged. The advisor told Mrs J that she would check the weather reports to see if the weather conditions amounted to a storm. Once checked, the advisor informed Mrs J that the wind wasn't strong enough for storm conditions to be met. But as there were some significant winds, she would send out a surveyor to establish the cause of damage.

During the call, the advisor explained to Mrs J what was covered under her policy and what wasn't covered, such as wear and tear. Mrs J mentioned that she wasn't able to check in the loft for any damage and the advisor told her that she would get the surveyor to check the loft for any damage.

The surveyor attended and wrote his report. He concluded that there was no storm related damage to the roof. But there was deterioration of the mortar that had de-bonded over time. So, Mrs J's claim was declined due to wear and tear. Mrs J was unhappy and complained to Lloyds.

In its final response, Lloyds maintained that Mrs J's claim was correctly declined as her policy didn't cover for wear and tear, as this would be considered a maintenance issue. It did offer and pay £25 for failing to call Mrs J, following the receipt of the surveyor's report, as it said it would. Mrs J was given her referral rights and referred a complaint to our service.

One of our investigators considered the complaint and thought it should be upheld. He said that there was no evidence to show that the surveyor had inspected the loft as he was required to do. He accepted that there had been wear and tear to the roof and that Lloyds had fairly declined this part of the claim. But as the surveyor hadn't noted in their report that they had inspected the loft, he recommended that Lloyds pay compensation of £100, for the trouble and upset this caused.

Mrs J accepted the view, Lloyds did not. It said that the surveyor had inspected the loft and it relied on a voice note to support this. But as it hadn't said whether it accepted or rejected our investigator's view, the complaint was referred for a decision from an ombudsman.

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 will uphold this complaint. And I hope my findings go some way in explaining why I've reached this decision.

The main issue of this complaint is whether the surveyor carried out a thorough enough inspection, that included the loft. It should be noted that Mrs J accepted that the damage to the main roof was due to wear and tear, which isn't covered by the terms of her policy. Nevertheless, in the phone call when Mrs J first contacted Lloyds, she mentioned that that she couldn't go up into the loft. The advisor assured her that the surveyor would go up in the loft to carry out the inspection.

Mrs J said that whilst the surveyor was there, he did not go into the loft. Lloyds provided me with a voice note that the surveyor had recorded. In the voice note, he said that he had gone up into the loft.

Where there is conflicting evidence, we look at what is most likely to have happened. I note that there is no date or time when the voice note was made. But despite this the report which gives details of what the surveyor did and saw while at the property, doesn't mention that an inspection was carried out in the loft. The surveyor mentions only inspecting the main roof. The surveyor attached photos in the report. And those photos were just of the roof and nothing of the loft.

The report concludes that there was wear and tear to the roof and says that there was no internal damage. But there is no mention as to what rooms were inspected to conclude that there was no internal damage. Further, there is no mention in the report, of the loft having been inspected. And I think, that had the loft been inspected, it would be more likely than not, that the surveyor would've mentioned this.

In the circumstances, as Mrs J was given the expectation that her loft would be inspected, and this wasn't done. I'm not satisfied that Lloyds didn't carry out a thorough enough inspection of the loft. Consequently, I think it's fair and reasonable for Lloyds to recognise this error. And I recommend it pay Mrs J a further £100 compensation, for the trouble and upset this caused.

Putting things right

I think it's fair that Lloyds Bank General Insurance Limited put matters right, as I direct below.

My final decision

For the reasons given, I uphold Mrs J's complaint.

To put matters right, Lloyds Bank General Insurance Limited to:

Pay Mrs J £100 compensation for the trouble and upset caused.

Lloyds Bank General Insurance Limited must pay the amount within 28 days of the date on which we tell it Mrs J accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

If Lloyds Bank General Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs J how much it's taken off.

It should also give Mrs J a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 4 May 2022.

Ayisha Savage
Ombudsman