

## **The complaint**

Mr G has complained that Lloyds Bank General Insurance Limited (Lloyds) unfairly declined a claim under a contents insurance policy.

## **What happened**

Mr G contacted Lloyds to make a claim for damage to his contents, which he said was the result of a storm. Lloyds assessed the claim and declined it. It said there weren't storm conditions around the time of the incident.

When Mr G complained, Lloyds maintained its decision to decline the claim. It again said there weren't storm conditions around that time. It said accidental damage cover also didn't apply. It also noted that there were signs of wear and tear to the roof.

So, Mr G complained to this service. Our investigator didn't uphold the complaint. He said there weren't storm strength winds around the time of the damage and accidental damage cover didn't apply. So, it was fair for Lloyds to decline the claim.

As 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.

Having done so, I don't uphold this complaint. I will explain why.

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.

Looking at the policy booklet, this said that a storm was strong winds over 55mph. I've looked at weather reports around the time Mr G said he found the damage. This showed windspeeds well below this speed. So, I think the answer to the first question is no. On that basis, I don't need to consider the other questions, as I think it was reasonable for Lloyds to decline the claim for storm damage.

I'm aware Mr G has said he wasn't responsible for the roof and was unable to access the loft space. It's also my understanding that the photos Lloyds looked at were taken some time after the date of the incident, so didn't show the condition at the time. Mr G said there had been numerous leaks since then. However, this doesn't change my view about whether it was reasonable for Lloyds to decide the claim wasn't covered by the storm part of the policy.

There wasn't evidence of storm conditions around the time Mr G said the damage happened.

I've also looked at whether there was any other cover available under the policy. The only part of the policy that might have been relevant was the accidental damage cover. However, this had a specific exclusion for "*water getting into your home*". So, I also think it was reasonable that Lloyds didn't consider the claim under this part of the policy.

So, I think it was fair that Lloyds declined the claim. I haven't seen evidence that the damage was the result of a one-off insured event covered by the policy. As a result, I don't uphold this complaint or require Lloyds to do anything further.

I'm aware Mr G has also said the policy might have been mis-sold. However, he would need to raise this with Lloyds. I'm unable to consider this as part of this decision.

### **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 Mr G to accept or reject my decision before 19 February 2024.

Louise O'Sullivan  
**Ombudsman**