

The complaint

Mrs S has complained that Lloyds Bank General Insurance Limited trading as Halifax (Lloyds) unfairly declined a claim under her home insurance policy.

Mrs S is represented in this complaint but, for ease, I'll normally only refer to her. References to Lloyds include companies acting on its behalf.

What happened

Mrs S contacted Lloyds to make a claim for damage to her French doors caused by a storm. Lloyds carried out a repair to secure the doors. A surveyor then visited and assessed the damage. He said the issues with the doors were wear and tear related and weren't caused by a one-off event. Lloyds then declined the claim. When Mrs S complained, Lloyds maintained its decision to decline the claim.

Mrs S was also concerned that Lloyds had sent an email Lloyds to an incorrect email address. Lloyds initially said it hadn't sent an email to the wrong address. However, it investigated further and found a letter was missing from the email address on its claims file. It apologised for this and that it hadn't responded to the concerns sooner. It offered £350 compensation.

When Mrs S complained to this Service our Investigator didn't uphold it. She said although there was a storm, Lloyds' surveyor found the French doors had dropped over time. Mrs S's window company had later said the door lock was broken. But when Lloyds visited it found the lock secured and no fault was found with the mechanism. She said the evidence was consistent with the doors dropping over time. Mrs S also claimed for a damaged carpet and curtains. The carpet appeared to have worn over time. Lloyds hadn't declined the claim for the curtains. It had asked for further photos so it could assess the claim for the curtains. Lloyds had also accepted there had been a data breach. However, it initially denied this and didn't properly check the details of the complaint about the data breach. Our Investigator said the £350 compensation offered was reasonable to recognise the error with the data breach identified.

Mrs S didn't agree this fairly reflected what had happened to the doors. So, 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.

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.

It isn't in dispute that there was a storm around the time Mrs S reported the damage. Lloyds accepted there had been windspeeds up to 84mph, which would be considered storm strength. I also think storm winds could cause damage to external doors. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, which is whether the storm was the main cause of the damage. I'm aware Mrs S's representative has said Mrs S was vulnerable and I've thought about this when I've looked at what happened. I've listened to the phone call when Mrs S first reported the claim. She said the storm winds has blown the French doors into her living room and she was unable to shut them. I'm aware Mrs S's representative later said the door "*did technically blow open as the wind caused the door to 'buckle' inwards and a gap appeared at the top of the door*".

Lloyds sent a contractor to carry out an emergency repair to secure the doors. The contractor adjusted the alignment of the slave door to allow the top bolt to engage. It's my understanding that this involved making a minor adjustment to a hinge. Mrs S's representative has said the emergency repair had partially fixed the buckling with the door. However, I haven't seen evidence from the emergency repair company that there was buckling.

A few days later, Lloyds' surveyor visited. He was at the property for some time. It's my understanding that Mrs S told the surveyor about the emergency repair that had taken place, which meant he knew this when he carried out the survey. The surveyor's report said he didn't find any damage to the doors. Both doors opened and closed and locked securely. He said the doors had dropped, which could happen over time if not fitted correctly, meaning they were lower at the lock edge. He said the doors had dropped equally, which meant they locked together, but the locks at the top barely reached their receivers. He also noted that this wouldn't allow the doors to blow open if they were locked. The internal handles were also very loose, which suggested that Mrs S regularly tested them. He also said there was a lot of debris in the threshold and the drainage system appeared to be blocked. He said the issues were wear and tear. The surveyor also took photos of the door to show the issues with the door.

So, the surveyor didn't identify any damage to the door that he assessed to be storm related. I note the report didn't refer to any evidence of the door being buckled. I'm also aware Mrs S's representative has said the report said the doors dropped "*equally over time*", which might have indicated that the surveyor hadn't taken the emergency repair into account. Looking at the report, it said "*The doors have dropped, when not fitted correctly over time the door can drop meaning they are lower on the lock edge than they should be*". So, the surveyor assessed that the doors dropped and that this happened over time when doors weren't fitted correctly. The report then said "*These doors have dropped equally, so they lock together but the locks at the top barely reach their receivers making them loose and causing a draft*". So, the comment about them dropping equally was in the context of confirming that the doors were able to lock. I'm not persuaded this showed the surveyor didn't fairly consider the circumstances in which the doors had dropped.

Following this, Lloyds declined the claim. Mrs S provided Lloyds with a report from a company she arranged to assess the doors. It said the doors were unsecure as a result of the broken lock. It also said that because a temporary repair had been carried out, it wasn't

willing to take responsibility for another contractor's work. A couple of months later, the same company provided another report. This said:

"In our opinion as upvc door fabricators, the lock and gearing damage was as a result of a strong force of wind.

The doors were supplied and fitted by [us] over 10 years ago and fitted correctly. Until the storm there were no problems with opening and closing the doors. However on inspection after the storm, the doors did not drop equally. One side was not secure and moved easily due to the lock not engaging. The other door was secure as the lock was still in place."

I note Mrs S's report didn't say the door was buckled. The report said there was lock and gearing damage. It also said doors didn't drop equally and described the movement of the doors. So, I understand this to mean that the doors did drop, which is also what the surveyor said. Mrs S provided a video of someone pushing the top of the door and that top section moving. But I don't think it's in dispute that there was an issue with the top of the door. Lloyds' surveyor said the locks at the top barely reached their receivers. The issue was whether that was due to the storm or because of wear and tear, potentially highlighted by the storm.

Lloyds said the doors had dropped over time because of how they were fitted. Mrs S's company said the doors had been fitted correctly, but I don't think this is particularly persuasive evidence given it originally fitted the doors. It didn't provide other evidence to show why a storm more likely caused the damage. Looking at all the evidence, I think it was fair for Lloyds to rely on its surveyor's findings. As a result, I think it was fair for Lloyds to decline the claim for the doors.

Mrs S also claimed for damage to a carpet, which she said got muddy when the doors blew open. Lloyds declined to cover this. Looking at the photos, I can see a patch that is a different colour and parts of the carpet seem to have been worn away. I think it was fair for Lloyds to decide this wasn't consistent with storm damage.

Mrs S wanted to claim for damage to some curtains, which she said got tangled in the door. Lloyds has said it hasn't been provided with photos to show the rip, so it hadn't declined this part of the claim. It asked for further photos, which it said it would consider. I think that's fair.

Mrs S also complained about a data breach. Lloyds initially said there hadn't been a data breach. However, after further investigation, it found it had mistyped the email address for Mrs S's representative. It had then sent emails to that address. It offered £350 for this error. I can understand that Mrs S and her representative would have been very concerned by what happened. This included whether someone else received data related to them or the claim. Mrs S's representative also had to insist that Lloyds look into the issue before it later found the breach. In the circumstances, I think the compensation offered was reasonable to address the issues raised and the distress caused by the data breach.

So, looking at the complaint overall, I think Lloyds fairly dealt with the claim. I also think it fairly responded to the data breach once it identified what happened. As a result, I don't uphold this complaint or require Lloyds to do anything else in response to it.

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 Mrs S to accept or reject my decision before 19 December 2024.

Louise O'Sullivan
Ombudsman