

## **The complaint**

Mr B complains that Lloyds Bank General Insurance Limited trading as MBNA (Lloyds) declined a claim made under his home insurance policy.

## **What happened**

In December 2023 Mr B made a claim to Lloyds, his home insurance provider. He said a storm had caused damage to his skylight which had allowed water to enter damaging the internal wall decorations and carpet. Mr B had arranged for a builder to carry out temporary repairs to stop the ingress, but cold air was still entering his property.

Mr B provided a quote for permanent repairs to Lloyds, but due to the cost of the quote, Lloyds arranged for one of their suppliers to carry out an inspection.

Ultimately Lloyds declined Mr B's claim. They said that there was no damage to the skylight consistent with storm damage, and there was evidence the skylight had pre-existing issues. Lloyds also said the internal damage to the walls was due to condensation and mould over a period of time, rather than due to a one-off event of storm damage.

Whilst Lloyds declined the claim, they recognised there had been poor communication and service regarding the visit by their supplier, so they offered £50 compensation.

As Mr B remained unhappy, he approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the complaint. She said that whilst there were storm force winds at the time, there was no clear damage to the skylight consistent with storm damage. She said she was persuaded by the surveyor's view that the skylight was suffering historic issues and wear and tear.

The investigator also didn't think the internal damage being claimed for could be covered under the storm section of the policy either, as she didn't think the damage was caused by a one-off event of storm. And she also didn't think the accidental damage section could cover the internal damage either, as this didn't cover water entering the home.

Whilst the investigator recognised that there had been poor service in relation to the surveyor visit, she thought the £50 compensation already offered by Lloyds for this was fair. So, she didn't recommend Lloyds do anything further.

Mr B didn't agree and asked for a final 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, whilst I appreciate it'll come as a disappointment to Mr B, I've reached the same overall outcome as our investigator.

When we consider complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Mr B's policy defines a storm as:

*"When we say 'storm' we mean strong winds over 55mph, and/or hail or snow that's extreme enough to damage hard surfaces or break glass. Rain alone is not a storm."*

Lloyds already accept there was a storm at the time of the loss with windspeeds reaching 67mph, and high windspeeds leading up to this too. And structural damage to a roof could be caused by a storm. But Lloyds declined the claim on the basis that the storm wasn't the main or dominant cause of the damage being claimed for, so I'll focus on this point.

Mr B reported that the storm had damaged the skylight, which then allowed wind and rain to enter his property causing damage to the internal decorations and carpets. A quote was provided by Mr B for repairs, and this included installing a new skylight, altering the roof tiles, redecorating and replacing the carpet. Due to the cost of the quote, Lloyds arranged for their supplier to visit and inspect the damage being claimed for.

However, Lloyds' supplier wasn't able to determine that there was any clear storm related damage to the skylight. Instead, they concluded that there were signs of previous historic issues and repairs which included it being screwed back in previously and painted over in areas. They also reported the roof was in good condition with no signs of storm related damage such as missing tiles.

Lloyds' supplier also considered the internal damage being claimed for. However, they concluded the historic issue with the skylight was allowing water ingress over time, along with signs of black mould because of condensation too.

Mr B's policy excludes:

*"We won't pay claims for:*

- *Damage that happens as something gets older. This is known as 'wear and tear'. For example, your carpets getting dirty and worn, or the nails in your roof slates corroding, allowing the slates to slip and let water into your home.*
- *Damage that happens slowly over time. This includes things like damp, condensation or rust."*

And:

*"We won't pay claims for damage caused by frost, wet or dry rot, mould or fungus. You might be covered if the wet or dry rot or mould is directly caused by something that's covered by the policy."*

So, this outlines that wear and tear and damage caused over time, including condensation, isn't covered. And mould would only be covered where it is directly caused by something

covered by the policy, but it was concluded that the mould was due to condensation which isn't covered.

Mr B argues that he wasn't aware the skylight had historic issues as he didn't carry out the works reported by the supplier to it, and instead the previous owner may have. Mr B's policy does provide cover, under the storm section, for:

*"We won't pay for any damage if your home is not in good condition. We will, however, pay claims for internal damage if you were unaware that your home was not in a good condition and the damage was caused by torrential rain of 25mm or more in a day."*

However, having looked at weather records leading up to the reported claim, the rainfall didn't meet these levels. So, the internal damage wouldn't be covered here either. Mr B does have extended accidental damage, but the policy also excludes accidental damage caused by water entering the home, alongside damage caused gradually being excluded more generally.

Lloyds' supplier also said the carpet was dry and they were unable to find any damage to it either, and they didn't think it had an odour as reported by Mr B.

In the absence of clear damage to the skylight, or the roof, caused by a one-off storm as reported, I don't think Lloyds has acted unfairly by declining the external damage part of the claim. The supplier was also unable to establish that there was one-off storm related internal damage either, and instead it had been caused by ingress of water due to historic issues with the skylight, and condensation causing mould, over time. And I'm persuaded that the images taken support the findings of Lloyds supplier. So, I don't think Lloyds has acted unfairly by declining the internal damage part of the claim either.

Mr B hasn't provided any expert reports or firm evidence which demonstrates there was storm related damage externally, to the skylight, or internally, or that demonstrate the conclusions reached by Lloyds' supplier were incorrect. Or that the historic skylight issues identified by Lloyds' supplier were actually the temporary repairs he arranged and weren't historic. So, in the absence of this, and as I'm persuaded by the report from Lloyds' supplier and accompanying images, I don't think they acted unfairly by declining Mr B's claim.

I recognise Mr B was unhappy that Lloyds' supplier didn't confirm when they would be attending when he asked them, and they arrived whilst he was at work so a family member needed to let them in. But Lloyds has already offered £50 compensation for the service received and I think that's fair and reasonable in the circumstances, so I won't be directing them to increase this.

## **My final decision**

Lloyds Bank General Insurance Limited trading as MBNA has already made an offer to pay £50 compensation to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Lloyds Bank General Insurance Limited trading as MBNA should pay the £50 offered, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 September 2024.

Callum Milne  
**Ombudsman**