

The complaint

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

What happened

Mr E contacted Lloyds to make a claim for storm damage when a tile fell from his roof. Lloyds assessed the claim and declined it. It said the damage wasn't consistent with a storm. When Mr E complained, Lloyds maintained its decision to decline the claim. It said that although there was a storm, the damage wasn't consistent with a one-off event. It said the damage was consistent with wet rot, which was a gradually operating cause and might have started pre-inception of the policy. However, it offered £50 compensation for the delay in responding to the complaint.

When Mr E complained to this Service, our Investigator didn't uphold it. She said the surveyor found water pooling on the roof and wet rot consistent with a gradually operating cause. The damage didn't seem to be consistent with a single tile falling, which was how Mr E said the damage was caused. So, she said it was fair that it wasn't dealt with as storm damage. The damage also wasn't consistent with accidental damage, so it was also fair Lloyds didn't deal with the internal damage under that part of the policy. She said it was fair for Lloyds to decline the claim.

Mr E didn't agree. He said the date that had been taken as that of the storm was when he noticed the damage to the roof. He hadn't said the storm had happened then. He also said gradual seepage would be consistent with his explanation of what had happened. If the damage had happened a few months earlier, the seepage would have been ongoing for a longer period up until the surveyor's visit. He said what happened was consistent with the roof starting to bevel through seepage, causing the water to pool. The initial hole had allowed seepage into the roofboards. 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.

For the first question, I'm aware Mr E has now said he didn't say the claim was the result of a storm around the time he found the damage. But I think it was reasonable that Lloyds considered whether the damage was covered under the storm part of the policy based on

the available information. Lloyds found storm conditions around the time Mr E said the damage was found. I think a storm could also cause damage to a roof, including to tiles, and that a falling tile could cause some impact damage. So, I think the answer to the first two questions is yes.

So, I've thought about whether the storm was the main cause of the damage claimed for. Mr E said a tile blew off the main roof to his house and pierced the garage roof. He said water then penetrated the board and rotted sections of the roof. It's my understanding that Mr E arranged for someone to replace the roof tile and that he repaired a puncture to the garage roof. The main issue is the damage to the garage, including to the decking and boarding. I'm aware Mr E reported the damage to Lloyds a couple of months after he first found the swollen boards. He told this Service that over a period of time the rotten boards started to break up causing the felt to sag and the pooling on the roof. He said this was what the surveyor saw.

When Mr E reported the claim, Lloyds sent a surveyor to assess the damage. The surveyor's report said:

"Upon review of the Garage, the surveyor inspected pooling of water on the roof line towards the back corner. Upon inspection of the decking and boarding from inside of the Garage the surveyor inspected wet rot consistent with a gradually operating cause. The surveyor suggests that the damage to the Garage is pre-inception and has been occurring for at least six to eight months."

The report concluded that the damage wasn't consistent with a storm. Looking at the surveyor's photos, I could see water pooling on the roof. I could also see a range of damage to the decking and boarding inside the garage. The surveyor said this damage had been ongoing for many months and was wet rot. The surveyor also didn't identify an impact to the garage roof.

When Lloyds responded to the complaint, it also said at least five sections of the boarding had been affected, along with a beam. It said this wouldn't have been caused by a single tile hitting the garage roof. It said standing water on the roof allowed water to ingress into the roof covering and had a knock-on effect to the boarding and felt underneath. So, based on what I've seen, I think it was fair for Lloyds to decide the damage wasn't the result of a storm around the time Mr E found the damage.

I've looked at whether the internal damage was covered under the accidental damage part of the policy. The policy said accidental damage was something *"that's sudden, unexpected and not done on purpose. There needs to be a one-off, specific event that caused the damage"*. It said it didn't cover something that happened slowly over time. The surveyor found that the wet rot had been present for several months and was gradual damage. Mr E also described how the boards broke up over a period of time. So, I don't think Lloyds needed to deal with the internal damage under this part of the policy.

I'm aware Mr E has said the damage might have happened earlier than the date he first found the damage. When Mr E found the damage, he had only recently taken out the policy with Lloyds. The example timeframe he gave was before he was insured by Lloyds. So, if the one-off incident Mr E thinks might have caused the damage happened before Lloyds was his insurer, Lloyds didn't need to consider the claim as it happened pre-inception of this policy.

Based on what I've seen, I think Lloyds fairly considered the claim. It assessed the damage reported by Mr E and the cover available under the policy. It didn't find damage consistent with one-off insured event, such as a single tile hitting the garage roof. It found wet rot that

was likely to have been ongoing for many months and from before it was Mr E's insurer. So, I think it was fair that Lloyds declined the claim.

I'm also aware that Lloyds offered £50 compensation for the delay in responding to the complaint and an issue with a link it sent to Mr E. In the circumstances, I think that was fair.

So, having thought about this claim and complaint, I don't uphold the complaint or require Lloyds to do anything else in relation 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 Mr E to accept or reject my decision before 14 January 2025.

Louise O'Sullivan
Ombudsman