

## The complaint

Mr and Mrs P complain that Lloyds Bank General Insurance Limited (“Lloyds”) has unfairly declined a claim made under their buildings and contents insurance policy.

Any reference to Mr and Mrs P or Lloyds includes their respective agents or representatives.

## What happened

The background of this complaint is well known between parties, so I’ve summarised events.

- In October 2024 Mr and Mrs P made a claim under their Lloyds home policy for damage to their sofa. They explained they had noticed scratch type damage in February 2024. Mr and Mrs P reported they had placed a “throw” over the area of damage. And then in October 2024 when lifting the throw they discovered the damage had worsened and impacted more of the sofa.
- Lloyds sent a technician to carry out various tests on the sofa and material, including taking a sample of the sofa material from the rear of the kickboard.
- Mr and Mrs P have said the agent was rude and his questions had been offensive.
- Lloyds’ technician determined the damage was inconsistent with being caused as a result of a one-off event – and most likely caused over time and as a result of wear and tear and this wasn’t covered by the insurance.
- On 10 December 2024 Lloyds provided a final response. It said:
  - The damage to the sofa wasn’t sudden or a one-off event, and instead was gradually caused, so this didn’t amount to accidental damage.
  - Lloyds’ agent removed a small sample of material from the sofa for the purposes of colour matching, and this was done in a way that caused no damage, with the sample being not much larger “*than a fingernail*”.
  - It was sorry to hear Mr and Mrs P were offended by the technician’s questions but said this wouldn’t have been the intention.
- Our Investigator looked into what happened and didn’t uphold the complaint, saying:
  - Mr and Mrs P’s accidental damage cover specified the damage must be as a result of a one-off event. Mr and Mrs P had been unable to determine what the original cause of the damage was. So, he was satisfied Lloyds was correct to determine this was not a one-off event – as required by the policy.
  - Regarding the wider damage, it wasn’t disputed that the damage had worsened over the period between February and October 2024. So, this also didn’t meet the requirements of accidental damage.
  - He was satisfied the steps the agent took to remove a piece of material was reasonable for the purposes of comparison and colour matching. And he was satisfied the questions related to Mr P’s employment and hair was relevant to the potential causes of the damage.

- Mrs P responded. She provided a photo of the location where the sample material had been taken from and disagreed with the method Lloyds had said it used to remove it.
- The Investigator looked again and didn't change his mind. He agreed the photo suggested Mrs P's version of events on the removal of the fabric was accurate. But he didn't agree the removal had led to any material loss or damage to the use or appearance of the sofa, given it wasn't visible.

As Mrs P disagreed, the matter has been passed to me for an Ombudsman's final decision.

### **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'm not upholding this complaint. I'll explain why.

Mr and Mrs P's policy covers them for various insured perils, including accidental damage. This is the peril that Lloyds has considered the claim under, and I think this was correct as I've seen no other perils under the policy that could apply.

Accidental damage is defined in the policy as damage “...*that's sudden, unexpected and not done on purpose.*” And it specifies this needs to be a one-off, specific event that caused the damage. Just below this in the policy wording it also specifies the cover doesn't include damage that's due to a lack of maintenance or damage that happens slowly over time.

In this case, it doesn't appear in dispute that Mr and Mrs P first noticed some damage to their sofa in February 2024. And after covering it for a period of time, they discovered it became much worse by the time they reported it to Lloyds in October 2024.

Mr and Mrs P haven't been specific about the cause of the initial incident. Mrs P recently sent a photo of the damage that she said was progressively worsening since an initial “*snag*”.

Lloyds have provided their comments, they reference their technician, saying:

*“This does not appear to be consistent with a single incident of accidental damage. Our technician carried out heat test to affected area which showed the water had gone a dark colour which indicates a build up of dirt over the period of time. On further inspection the headrest cover has started to peel and appears flaky when carrying out heat and rub test. t [sic] appears the seat and back cover have darkened over a period of time due to lack of cleaning maintenance.”*

Mr and Mrs P have given no evidence to indicate this is not the most likely cause. And in my view, I think its possible Mr and Mrs P may have had a valid claim had they reached out to Lloyds when the damage was first discovered. But by the time they contacted Lloyds its evident the damage has got progressively worse over a prolonged period. And as a result, I think Lloyds has fairly declined the claim as not being a one-off event nor occurring suddenly – and I don't think it would be fair to direct Lloyds to take responsibility for the damage getting significantly worse over that time when Mr and Mrs P hadn't reached out to notify it of the initial damage.

Mr and Mrs P have raised concerns about the removal of a sample piece of material. Lloyds has provided the following commentary.

*“Our technician advised they needed to take a small sample from the rear of the kickboard behind the black base cloth. This was explained to customer prior to doing this.. the sample was taken from a small amount of excess leather beneath the black base cloth and is a common thing to do and not visible. 2 x staples were removed to retrieve the sample and replaced after and the area secured afterwards -- this is a procedure that is regularly carried out to gain colour match.... We did not take a chunk of leather from a visible area or damaged any part of the furniture during the inspection or during the sample removal.”*

I understand this sort of practice is common to establish a colour match, so in principle I have no concern about Lloyds' agent taking this step. Mr and Mrs P have disagreed with the description of obtaining the sample given by Lloyds saying the agent had damaged the sofa and provided a photo of what appears to be the underside of the sofa kickboard. In this zoomed in photo I can see what appears to be a small piece of leather missing from what looks like the back of the kickboard.

Mr and Mrs P have indicated Lloyds has damaged their sofa as a result of this removal. Clearly there's a disagreement about how the agent obtained the material, but even if I agreed with Mr and Mrs P's version of events, I can't see the sample is something that would be visible nor impact the use or value of the sofa. So, it hasn't changed my mind.

Mr and Mrs P also raised concerns about the questions they were asked by the agent relating to Mr P. I've been given little from Mr and Mrs P about these concerns, but in their nature they do not sound out of keeping with the questions we would normally see in a claim of this type. I recognise its possible the agent may have asked these in a way that could've perhaps have given more context around them – but I've got little to support this and so this isn't something I'm going to make an award for.

### **My final decision**

For all the above reasons, I'm not upholding this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 26 June 2025.

Jack Baldry  
**Ombudsman**