The complaint

Mr and Mrs E are unhappy with the settlement offered by Lloyds Bank General Insurance Limited (LBGI) after they made a claim for theft under their contents insurance policy.

Mr E has primarily dealt with the claim and the complaint. So I'll only refer to him in the rest of this decision.

What happened

Mr E was working in his garden when he had a fall which resulted in him being away from home for 20 weeks. Some of his tools weren't locked away before he was taken into hospital.

After he came home, he made a claim to LBGI because various items had been stolen from his garden, outbuildings and a trailer unit while he'd been away. He calculated the items were worth over £10,000.

LBGI investigated the claim and said it would pay him the policy limit of £5,000 for items in the garden. It treated items in the outbuildings and the trailer unit as having been in the garden. Mr E was unhappy with the proposed settlement.

As LBGI didn't change its decision, Mr E referred his complaint to this service. Our Investigator didn't recommend his complaint be upheld. She didn't think the proposed settlement was unfair. Mr E asked for an Ombudsman's 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.

Mr E's policy covers him for the theft of contents up to £100,000 if they are kept in his home. The definition of "*home*" in the policy includes "*secured outbuildings*". The term "*secured outbuildings*" isn't defined in the policy. Garden contents are covered for up to £5,000.

Mr E is a vulnerable consumer. From what I've seen, LBGI took that into account when dealing with the claim. It didn't make an issue of the fact that the property hadn't been lived in for more than 60 days. It appreciated that Mr E couldn't provide proof of ownership for all the items he was claiming for and said it would take a holistic approach based on what he could provide to substantiate his claim. I think that was fair.

LBGI says the outbuildings were in a poor condition and entry could have been obtained without forcing the locks. One side panel was completely missing allowing easy access to the unsecured areas. Mr E disputes this. He thinks the thieves removed the panel but couldn't get into the outbuilding, so they then broke the locks. It's not clear to me from looking at the photos whether the outbuildings can be fairly described as having been secured at the time of the theft or not.

So I'm placing more reliance on what Mr E told LBGI. He said some tools hadn't been locked away before he was taken to hospital after his fall. That being the case, I don't think LBGI treated him unfairly by classing them as having been in the garden rather than a secured outbuilding.

Mr E had a trailer unit in his garden. He kept fencing in a locked compartment under the unit. The unit wasn't fixed to the ground. The thieves appear to have smashed the lock and stolen the fencing. Although the trailer unit was secured, I think it's fair to say it wasn't an outbuilding and was in the garden. In the circumstances I think it was reasonable for LBGI to treat the items stolen from the unit as having been in the garden.

Mr E has had a very difficult time following his fall. But despite my natural sympathy for his situation, I can't reasonably say that LBGI has treated him unfairly in the way that it has settled his claim.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 19 August 2025.

Elizabeth Grant
Ombudsman