

The complaint

Mrs B's complained that Lloyds Bank General Insurance Limited unfairly declined claims she made on her home insurance policy for storm damage to her roof and accidental damage to her bathroom.

What happened

In autumn 2024, Mrs B contacted Lloyds to make a claim for damage which she said had been caused by a storm. Lloyds told her that there weren't storm conditions as defined by the policy on the day in question. But, nonetheless, they sent a surveyor to review the damage. The surveyor reported that it wasn't due to a storm, but to wear and tear to the roof of Mrs B's home.

Mrs B made a second claim at the start of 2025 for accidental damage to her bathroom. She reported that the sink had overflowed, the plug had been pulled off the sink and the bath panel had been damaged when someone had fallen against it.

Lloyds asked Mrs B to provide photos of the damage, a report as to the cause and quotes for repairs. Mrs B provided photos. But she said the tradesmen she contacted wouldn't provide reports. And they wouldn't quote for small jobs, only for replacing the bathroom in full. She provided quotes for replacement and has since had the bathroom replaced.

Lloyds decided to send a surveyor to review the damage on their behalf. They concluded that the damage was caused by continuing to use the sink - which Mrs B knew to be faulty and liable to overflowing - whereas the accidental damage cover on Mrs B's policy provided cover for one-off, unforeseen events. So the claim wasn't covered.

Mrs B complained to Lloyds about their decisions and about delays and customer service during her claim. In response, Lloyds said the surveyor who attended to assess the bathroom damage should have contacted Mrs B sooner. They offered her £25 for this. But they didn't change their decisions on the claims. So Mrs B brought her complaint to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties. She concluded that Lloyds' decisions to decline both the storm claim and the accidental damage claim were fair. But she didn't think the £25 compensation they offered Mrs B was sufficient to recognise the failures she identified in their service. She said there was some miscommunication when Mrs B called Lloyds to explain the claim. Mrs B had had to call Lloyds repeatedly to try and progress matters. And Lloyds could have sent out a surveyor to assess the accidental damage claim sooner. She thought these issues merited Lloyds paying a further £200 compensation.

Lloyds accepted the investigator's view. Mrs B didn't. So the matter's been passed to me to make a 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 that, I'm upholding Mrs B's complaint. But I'm not directing Lloyds to do any more than our investigator recommended – and they agreed – to resolve it. I'll explain why.

The only parts of our investigator's view Mrs B has commented on are her opinion that it wasn't reasonable to say Lloyds should pay for the complete renovation of her bathroom and the level of compensation she recommended. I assume from this Mrs B accepts our investigator's conclusions about Lloyds' handling of the storm claim. For the sake of completeness, I agree with the investigator's conclusions. But, in the absence of any challenge, there's no need for me to comment on those in more detail.

In respect of the decision about the accidental damage claim for the bathroom, I've reviewed the information provided by Mrs B about the claim circumstances, the report from the surveyor and the policy terms. Accidental damage is defined as:

“...damage that's sudden, unexpected and not done on purpose. There needs to be a one-off, specific event that caused the damage....”

Lloyds concluded the damage didn't meet this definition, as their surveyor understood that the sink was still being used, and damage was ongoing. Mrs B has said that's the only sink there is – but she hasn't disputed the faulty sink was still in use. On that basis, I think it's fair to say the damage doesn't meet the claim criteria – so I can't reasonably say it should be paid.

Even if I could say that, I don't think it would have been reasonable for Lloyds to pay for a full replacement of the bathroom. Insurance policies provide for repairing damage caused by specific risks covered by a policy – not to maintain or improve a property. So, if Lloyds had had to accept the claim, they would have had to repair or replace items damaged as a result of the accident – nothing more.

Finally, I agree with our investigator that Lloyds should pay a further £200 compensation to reflect the delays in reaching a conclusion about Mrs B's claim. But I don't think they need do more than to resolve this complaint.

My final decision

For the reasons I've explained, I'm upholding Mrs B's complaint about Lloyds Bank General Insurance Limited and directing Lloyds to pay Mrs B a further £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 19 December 2025.

Helen Stacey
Ombudsman