

The complaint

Mr R has complained about how Lloyds Bank General Insurance Limited (Lloyds) dealt with a claim under his home insurance policy.

What happened

Mr R contacted Lloyds to make a claim for malicious damage to his phone, glasses and carpet caused by his son. Lloyds declined the claim. It said damage caused by family members was excluded under the policy. When Mr R complained, Lloyds said the claims team had initially declined a potential claim while referring to other areas of the business. It said the claims team would contact him directly when a decision was made about the claim.

Mr R complained to this Service. Our Investigator didn't uphold the complaint. She said Lloyds had initially declined the claim, but when Mr R challenged this, it agreed to review the claim with the underwriter. It had advised Mr R that it was awaiting the outcome of the ongoing police investigation and when this was received, it would review whether the claim was covered. She said it was reasonable at that time for Lloyds to apply the exclusion for damage caused by someone lawfully living at the property. Mr R's son had been living at the property for a significant period prior to the claim.

As Mr R didn't agree, 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.

Having done so, I don't uphold this complaint. I will explain why.

Mr R made a claim for malicious damage caused by his son. It's my understanding that Mr R's son had a mental illness and Mr R also reported to the police that his son had assaulted him during the same incident.

I've looked at the policy. This said it covered malicious acts or vandalism:

*“BUT NOT if your home was unfurnished or unoccupied at the time of the loss or damage;
OR caused by you or any persons lawfully in your home;
OR caused by or arising from the erasure or distortion of information on computer equipment.
OR caused while anyone who is not a member of your family is living in the home unless force and violence has been used to get into or out of the home.”*

I've looked at the claim notes and I can see that based on what Mr R initially told Lloyds during a phone call, it noted that Mr R had said his son was “*staying at home with me*”. When Lloyds asked Mr R whether his son had always lived with him at the property, Mr R confirmed he had. Lloyds also later noted that Mr R said his son wasn't living at the property at the time. Mr R said his son was living with his mother, who he thought might have given

his son a key. Mr R said he asked his son to leave, but he wouldn't do so. So, his son remained in the house. Mr R said his son was "*uninvited*".

Lloyds wrote to Mr R and explained that because his son was responsible for the damage and lived with him at the time of the incident, it couldn't cover the claim at that time. I'm aware Mr R later said his son was uninvited. However, I think it was reasonable for Lloyds to decide Mr R's initial explanation indicated his son was lawfully in his home. The policy said it didn't cover malicious damage claims in that situation. But, Lloyds said it was willing to review the position depending on the outcome of the police investigation. In the circumstances, I think that was fair.

I'm aware of the difficult circumstances that led to this claim. However, based on everything I've seen, I don't uphold this complaint or require Lloyds to do anything further 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 R to accept or reject my decision before 5 November 2025.

Louise O'Sullivan
Ombudsman