DRN-5786714

The complaint

Mr B and Miss G complain that Lloyds Bank General Insurance Limited ("Lloyds") have unfairly declined a claim for fraud under their property insurance policy.

Mr B has led the complaint with our Service, so I'll largely refer to him. However, any reference to Mr B, Miss G and Lloyds includes respective agents or representatives.

What happened

The background of this complaint is well known between the parties, so I've just provided a summary of events.

- In December 2023 Mr B had his car stolen. Inside the car at the time of the car being taken were belongings of Mr B including golf clubs. Mr B reported this loss to Lloyds.
- Lloyds says that during a call it asked Mr B where his car was parked prior to the theft. He said it was on the driveway and after being informed this wouldn't be covered in that location, he changed his answer and said the car was instead parked on the road.
- After investigating, Lloyds said Mr B hadn't told the truth about where his car was parked. It said his testimony conflicted with his own earlier comments as well as a police report. It also made comments about security doorbell footage not being forthcoming – so it'd made its decision on the available evidence. Lloyds concluded that Mr B had given incorrect information about the location of his car with the intent of gaining from the policy when he wasn't entitled to, so it invoked its fraud condition and cancelled the policy.
- Mr B has said his ability to answer accurately was impacted by events going on in his life around this time – which had led to him becoming forgetful or confused.
- One of our Investigators looked at the complaint and didn't uphold it, saying:
  - The policy terms allowed Lloyds to cancel a policy if untrue information was given to it for the purpose of gaining cover.
  - The Investigator considered all of the evidence, including Mr B's testimony about his life around the time as well as witness statements he'd provided. She was persuaded the telephone call showed Mr B changed his version of events after he'd been informed the claim wouldn't be covered. And that this initial version of events – that the car wasn't taken from the driveway – was aligned with the police report from the time, which specified the vehicle was on the driveway.
  - In light of all of the evidence, she was satisfied Lloyds' decision to invoke its fraud condition was fair in the circumstances.
- Mr B disagreed, saying the thief/thieves didn't know his golf clubs were inside the vehicle when it was taken – so therefore the appropriation only took place when they later discovered and removed them. He provided a statement from a solicitor that said the thief/thieves would be charged with taking a vehicle without consent and not

theft. They asked us to consider the necessary mental element for the theft of the golf clubs took place away from where Mr B had parked, regardless of whether this was on the road or driveway. As well as evidence related to Mr B's character and state of mind at the time of the claim. Mr B has also said he'd contacted the police to have his initial statement amended.

- Mr B also said his mind was elsewhere when initially saying the car was on the driveway. And he provided some emails that he said showed he believed his contents would be covered regardless of where the vehicle was parked. This included some CCTV footage of him putting his car keys into a bin that he's said shows he was not in the correct state of mind.
- Mr B also put forward that the car was never stolen – and instead it was taken without consent as it had been recovered. And he said he'd given the correct information on an online form saying it was stolen from "outside" which he'd meant as outside the boundaries of his property, prior to speaking to Lloyds, which had been overlooked.
- Mr B provided evidence to show substantial savings at the time of the incident. He's said this suggests he had no reason to try to financially gain from the policy.
- Mr B also provided various other pieces of evidence, including witness statements from people he knows describing his character and typical use of his parking, details of his driveway size, the location of a "pod point" for an electric car used by another member of the household, various historical map images from an online map provider that show the car parked on the road.
- Mr B also has stated that when the vehicle was recovered, a policeman had told him that his items would've been stolen at the place of recovery. And this policeman's remark had shaped his understanding as to where the loss had taken place and reinforced his belief that he was insured regardless of where the car was originally parked. He said as a result, he did not view the original parking location as relevant, and didn't give it particular thought which explains his original error. He also gave a statement from someone he knows from his golf club who'd had their vehicle stolen with clubs inside but subsequently recovered their clubs.
- Our Investigator didn't change their mind and so the complaint has been passed to me for an Ombudsman's final decision.
- Mr B reiterated the points he'd made earlier in the life of the complaint. He also asked for me to consider several specific points:
    - The definition of theft in criminal law compared to the act of taking without consent – and where I would consider the items to have been stolen from. He asks me to specify the exact term that allows the insurer to take this action.
    - Correct use of the policy book from the time – May 2023 – which our Investigator has provided him with the correct terms.
    - Whether it was considered that a separate party may have stolen the goods after the car was abandoned.
- Lloyds also considered these points and said:
    - Mr B's testimony clearly changed after discovering he wouldn't have cover, and that he had been consistent with his insurer and the police that the car was on the driveway.
    - Theft wasn't defined in the policy but it would apply the same approach as in law and say that theft is the dishonest appropriation of property belonging to another with the intention of permanently depriving the other of it. And so as

someone took an item without the consent of the owner, and without intending to return it, it has essentially been stolen from them.

- There was no evidence to suggest the golf clubs in question had been taken from the car while it was in the driveway, so it was probable the items were removed at an unknown location away from the insured property. But it had assessed this cover based on the location of the car when it was stolen.

So, the matter was passed to me for an Ombudsman's decision. I issued my provisional decision on 15 August 2025 and explained my intention to not uphold the complaint. I've included an extract of this below.

> "In this case, Lloyds has invoked its fraud term as it says Mr B was untruthful regarding the location of his car when making a claim – and that he did so to gain under the policy when he wasn't otherwise entitled to cover.
>
> I'll start by looking at the policy terms. Under the heading "*Fraud*" it says:
>
> > "*We rely on you, and anyone acting for you, being honest with us. We won't pay a claim if:*
> >
> > > • *It is fraudulent.*
> > >
> > > • *It is exaggerated.*
> > >
> > > • *Untrue information has knowingly been given to us to get cover, or a lower price.*
> >
> > *We'll also:*
> >
> > > • *Cancel your policy from the date it happened, and we won't refund any of your premium.*
> > >
> > > • *Recover any payments we have made after the fraud, or as part of any fraudulent or exaggerated claim.*
> >
> > *We may also tell the police and other authorities.*"
>
> I think these terms set out the requirements of fraud clearly. And so, I've got to consider whether Lloyds' decision that Mr B had given untrue information to gain cover was a reasonable one in light of the evidence.
>
> Mr B has been clear he did give incorrect information to Lloyds initially but says it wasn't material to the outcome of the claim as it was his belief he'd have cover regardless of where his car was parked.
>
> To address Mr B's point, I'm going to start by looking at what the policy covers and whether it was material where the car was parked when the contents were taken. Then once I've established what part of the cover is relevant, I'll go on to consider Lloyds' application of the fraud condition.
>
> Mr B's home insurance covers him for various perils. The items in question that Mr B was claiming for were contents, so I've looked at that section of the policy to begin with. The policy specifies:
>
> > "*When we say 'contents' we mean contents your private residence. This doesn't include contents in your outbuildings or in the open unless you've chosen 'Contents in outbuildings and in the open cover'*".

So, it's clear to me that the standard contents part of Mr B's cover provides cover for his contents and money *within* his private residence – which doesn't include contents in the open or within outbuildings unless he'd selected that additional cover. There's no dispute that the golf clubs and other contents claimed for weren't inside Mr B's home at the time of the loss.

Lloyds has highlighted this optional "*Contents in the outbuildings and in open*" cover Mr B didn't elect to take. The schedule defines it as:

> "*covers contents when in detached outbuildings, and in the open within the boundaries of your home*".

Outbuildings is defined in the policy, and describes fixed structures that aren't attached to the house, flat, bungalow etc. So again, it's evident this loss didn't take place within an outbuilding as the definition wouldn't include a vehicle.

"*In the open*" is defined in the policy as:

> "*When we say 'in the open' we mean any outdoor area at the address shown on your policy schedule. This includes gardens, driveways, balconies or patios.*"

So, within this policy Mr B's private residence (within the boundary of the home) it strikes me that contents can be within one of three locations. Either they are within the home, or within an outbuilding, or in the open.

Lloyds has said that contents within a vehicle within the boundary of the home would be considered to be "*in the open*" and therefore cover would apply had Mr B taken this optional cover.

So, if Mr B's vehicle was in the driveway at the time of the theft, given the contents wouldn't have been within the private residence or within an outbuilding, it follows that they must be in the open. As a result I think Lloyds were correct to say this cover is relevant and interpret the policy in this way if the car was on the drive.

Mr B hasn't taken this cover out, so he doesn't have the benefit of it. Mr B disagreed with Lloyds' interpretation of cover – suggesting that the contents weren't in the open, they were within a vehicle. I see Mr B's point that the belongings in question weren't subject to the open air in a literal sense – but they weren't in the home nor in an outbuilding as I've outlined above. So, according to the policy, they were "in the open". And I think Mr B's interpretation would create a fourth category of location (within vehicles) that's inconsistent with the policy wording and would only restrict cover. So, while I understand why he feels this section isn't relevant, I don't agree with him and I'm satisfied Lloyds' interpretation of what is "in the open" in this case is reasonable. And I'm satisfied that Mr B would not have cover *if* his car was parked on the drive at the time of the theft.

Mr B argues that "*Personal belongings cover away from the home*" is the correct section of cover to apply here. This is an optional cover that Mr B did have under his policy.

This says it covers:

> "*Your personal belongings if they are lost, stolen, or accidently damaged when you or your family temporarily take them away from your home.*"

This section specifies a claim will be covered:

> "*if your things are stolen from an unattended vehicle, caravan or motorhome if it was locked and force and violence was used to get into it. The items must have been hidden in a locked boot, locked luggage box or glove compartment at the time.*"

It seems to me that both parties agree, had Mr B's vehicle been parked on the road that this would've amounted to being away from the home. Nor have I seen anything that would suggest Mr B's claim wouldn't have been paid under this section if Lloyds agreed the car was on the road instead of the drive at the time of the theft.

In light of the above, I'm satisfied that the location of the car being stolen (containing his contents) was material to his claim.

Mr B has raised a concern about the correct legal interpretation of where Lloyds should consider the golf clubs were actually stolen from. Lloyds agreed it's most probable that the golf clubs weren't literally removed from the car on the driveway.

What is in dispute is Lloyds' decision to interpret the theft from taking place from the location of the car at the time of theft, as opposed to some other location where the car ended up or was abandoned.

Mr B has argued that I should interpret the theft as from the location of where the golf clubs were taken as opposed to the location the car was taken. And Mr B has referenced legal distinctions between the act of Theft and Taking Without Consent (TWOC) which are two separate criminal offences. And he's said given his car was recovered, the thief/thieves would've been charged with TWOC instead of theft. And it should be considered that the "*theft*" in this case only began when the golf clubs were taken from the car as the car wasn't technically stolen – it was taken without consent.

Theft and TWOC are two separate criminal acts, and a key distinction between them is theft requires the intention of the thief to permanently deprive the owner of the item. This is relevant to the police and the criminal Courts when it comes to charging or sentencing individuals.

However, from Lloyds' position - I think such a strict distinction taken by an insurer would further restrict cover for individuals or frustrate claims for theft. I say this as the potential charge for the thief or thieves may often be unknown to the insurer and the victim of such a crime at the time of a claim, or the individual may never be found and/or it may be unclear whether a stolen item (such as a car) will ever turn up as abandoned in the future. Furthermore, such an interpretation would be marred by other difficulties such as establishing the true location of the items being taken as this is unlikely to ever be known.

In particular in this case Mr B has said there was no knowledge of the golf clubs being within his car when it was taken – therefore they could not have had the intention to permanently deprive him of those. This appears to be a speculative statement to me as it's unclear to me how he could know this. So, to expect an insurer to take this approach I think would only serve to frustrate or hinder claims and in my view wouldn't be a fair interpretation, and against Lloyds' obligation to handle claims promptly and fairly.

While I understand the argument he's made would suit his particular circumstances given the optional cover he had taken, if the situation was reversed and Mr B taken the optional "*in the open cover*" and not the optional "*personal belongings away from home cover*", the policy would've simply covered him. In that scenario, had Lloyds interpreted the policy in the way he's suggested – to decline a claim for stolen contents within the boot of a car on a driveway as it believed the actual theft took place away from the home - I wouldn't have agreed that was a fair interpretation.

Mr B has also put forward that it was not considered that there may be multiple thieves at play here. Therefore, he's suggested that such circumstances would allow him to successfully claim if this was established. I'm not aware of any evidence that supports such an action took place from multiple parties in this case, but in any case, again on its face I think this interpretation would restrict other claims.

Mr B has been clear he believes Lloyds has not applied the correct law here. While I cannot say what a Court would find on the matter, only a judge could make such a finding, I'm satisfied Lloyds' interpretation is the fair and reasonable one in these particular circumstances.

In conclusion, I'm satisfied that the cover under Mr B's policy wouldn't have covered him had he been parked on the driveway. So, I'll go on to consider whether Lloyds has fairly invoked its fraud term and the most likely location of the car at the time of the theft.

The question Lloyds had to answer here (and to which I have to consider), is whether Mr B was parked on the road or driveway *at the time of the theft* of his vehicle. The question is not, where does he usually or prefer to park his car.

A key piece of evidence Lloyds has relied on in this case is Mr B's telephone call with one of its agents in which the details of the loss are described. I've listened to this carefully. And I've summarised some of the key parts I've heard during this recording:

- In this call Mr B is returning a call and speaks to an agent. After some initial conversation, the agent asks "*So I need to ask, where was the car at the time it was stolen?*" and Mr B clearly states: "*On the driveway of my house*"
- The agent says she's going to look into the policy and come back to him, and she places him on hold. She returns and says "*…so I've just had a look into your policy, unfortunately you don't have any contents in the open cover and because the car was in your private residence when it was stolen and then the contents were taken we wouldn't be able to cover it unfortunately.*"
- Mr B responds to say he has cover outside the home and challenges this. The agent says "*Yes you have personal belongings cover so if you're out of the boundaries of your home and your contents are lost, stolen or damaged.*" She goes on to explain that because the car was stolen inside the boundaries of the home this part of the policy wouldn't cover him.
- Mr B then states "*It was in the road outside my house.*" The agent questions this and says "*you just said it was the driveway?*" Mr B stumbles and says yes, then no, then says he has a camera on his driveway. And then says he doesn't know if this will cover it. He makes a few statements at this point including "*Right outside my house, but not on the driveway.*", "*by the pavement sort of thing*" and "*it's not in my land*". When asked again if the car was parked in the driveway or the road – Mr B says "*the road that's outside my driveway*".
- The agent takes more time away – then after returning she asks Mr B if he

usually parks his car on the driveway or the road. Mr B responds by saying "*Wherever there's a space we've got three cars*".

From what I've heard, Mr B sounded clear and certain that his car was on his driveway when asked a clear question about the location of the car when it was stolen.

Mr B has said he never parks on the driveway. Yet in this call his first response was to say he parked on the driveway which I find out of keeping with his certainty this isn't something he ever does elsewhere. His response in the call regarding having three cars and parking where there's a space I also find to be less certain than his statement that he *always* parks on the road.

Mr B also reported to the police that his car was on the driveway. He's not disputed this was the information he gave to the police – so for the same reasons as I above I find this to be persuasive evidence about where the car was at the time of the theft and in conflict with his statements that he never parks on the driveway.

Mr B has provided statements from various individuals he knows. They've made comments about his character, described incidents of forgetful and distracted behaviour, and said about his mind being elsewhere after a breakup. I recognise Mr B may have been going through a difficult time in his life, but I'm not persuaded the evidence supports he wasn't aware of his actions or that I should disregard clear statements that he's made.

Several of these statements say that Mr B regularly if not always has parked his car on the road. One of these statements from a neighbour says "[Mr B]*'s* [vehicle] *is parked generally on the road.*" And goes on to say "*…if the family is at home there is always a car from* [Mr B's] *household parked on the road.*"

In my view, this again supports that Mr B might regularly park on the road. But it doesn't appear certain that he always will park on the road. Likewise, Mr B has provided images outside his home from an online map provider, and he's given reasons (related to a charging point) as to why he wouldn't park on the driveway. And I think these all support that Mr B may regularly parks on the road. But this doesn't mean he *always* does, nor that he did at the time of the theft.

Mr B has also provided evidence to show substantial savings at the time of the incident. He's said this suggests he had no reason to try to financially gain from the policy. I take on board his point, but this wouldn't persuade me to change my mind and I don't think it outweighs the other evidence.

Mr B has indicated that his initial online form he'd written or selected "*outside*" when making the claim. He's stated that his interpretation of this was to mean outside the boundaries of his home. But this simply doesn't marry up with his comments to the insurer about being parked on the driveway. Nor does it match with the statement he's given to the police. So, I wouldn't put weight on this beyond there being no disagreement that the golf clubs were outside when they were taken.

Mr B has said he always held the belief he would be covered regardless – based on the information he'd been given from a policeman about where the theft took place. And therefore, he put little weight on the answer he gave to Lloyds. As I've explained above, I don't think this is persuasive given he said driveway to both his insurer and the police when he states this is something he never does. Mr B's pointed to some emails that he says supports this belief and show statements that he should be covered regardless prior to Lloyds invoking its fraud term. I agree these emails highlight Mr B making the argument he should be covered regardless – but they take place after the call with Lloyds in which he was specifically told cover wouldn't apply in the open and within which it appears he's disputing Lloyds actions to contact the police and request doorbell footage.

Even if I agreed it was most likely Mr B previously held the belief he was covered regardless of where the car was parked prior to the call with Lloyds, I think he'd have understood at that moment the agent told him his contents wouldn't be covered if the car was parked on the drive – only if it was on the road. He then proceeded to change the location of the car – and I note he didn't explain why he would be covered regardless if that had still been his belief.

There's been various discussion regarding doorbell security footage, I won't go into this as I'm satisfied Lloyds has fairly declined this claim and invoked its fraud term for the above reasons. And I'm persuaded that its interpretation that Mr B told a lie to gain under the policy was a fair one in the circumstances and in light of the available evidence."

I gave both parties until 29 August 2025 to provide any further submissions or evidence for me to consider.

Lloyds responded to say it had nothing further to add. Mr B responded to disagree, and he provided a detailed response. I've included a summary of this below:

- Mr B has described the impact of the fraud marker on his life to date, to his wellbeing and his financial situation – including the potential sale of his children's family home.
- Mr B explained his belief was the evidence he'd provided to date would be sufficient to prove his position. But given the provisional decision Mr B said he reached out to request a statement from his former partner – Miss G. He stated Miss G had nothing to gain financially from this claim as the loss was entirely his own. This statement said:
    - *"…I have been asked to confirm one point – about where* [Mr B] *parks his car. Because I need access to the home charging point, I routinely parked my electric car on the right hand side of the driveway. Also I command that space as easier with shopping and with the children. As a result,* [Mr B] *always parks his* [vehicle] *on the road outside our house on the same side of the road."*

      She goes on to say Mr B's routine was to go to the gym on Monday evenings and then meet friends normally home around 8:00 – 8:30pm for dinner. She says "*I was at home with the children on the evening in question, and as normal my car was on the drive.* [Mr B] *parked his* [vehicle] *on the road as usual.*"
- Mr B reiterated his belief the claim was clearly covered under the "*Personal belongings away from the home*" section of the policy. He said there was no credible evidence of dishonesty or a fraudulent claim. And that the imposition of a fraud marker on his record was a grossly disproportionate act based on a misapplication of policy terms and without the requisite evidence of fraud.
- Mr B quoted various rules – including the Ombudsman's duty to consider what is fair and reasonable in the circumstances, as well as obligations on Lloyds to handle claims promptly and fairly and treat customers fairly. He said Lloyds has acted not in good faith and has caused foreseeable harm to him.

- Mr B says it is determinative that Lloyds agreed the golf clubs were likely not stolen while the car resided on the driveway. He said this placed the loss within the "*away from the home*" cover. And he argued the legal principle of Contra Proferentem – that as he believes the terms are ambiguous they should be read against the party that drafted them.
- Mr B says the test I should apply for dishonesty is objective, and no ordinary decent person would consider his conduct to be dishonest. Mr B goes on to suggest the lie was a collateral one – meaning it wasn't material to the outcome.
- Mr B tells me the only fair and reasonable outcome is to uphold the complaint and direct Lloyds to remove all fraud markers, reinstate his policy, settle his claim in full with interest, as well as provide substantial compensation for the distress and inconvenience caused.
- Mr B's representative also provided comments, stating:
    - My comments regarding a "*strict distinction taken by an insurer*" was inappropriate the law required each case to be considered on its own circumstances. And that as the golf clubs had been locked in the boot – it was not speculative to say the thieves had no knowledge of them when taking the vehicle.
    - They quote law related to data and guidance from the Information Commissioner's Office ("ICO") related to processing data– and that he should be able to object to the processing of data on grounds related to his particular situation.
    - They reiterate the great distress and anguish the fraud marker has had on Mr B's wellbeing and livelihood.
- Mr B provided evidence of payments regularly made to a local pub – including payments on or around the date on 5 December 2023 (related to delay in payment being made). Mr B also provided a screenshot of a group conversation from 4 December 2023 in which he indicates meeting friends in the evening. Mr B said he could provide statements from friends he met that evening if needed confirming his attendance. And he said this evidence corresponded with Miss G's statement. Mr B's representative said if Miss G had co-operated earlier then the narrative would've been easier to evidence but she was uncooperative earlier in the year.

So, the matter has been passed back 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 understand this will come as a great disappointment to Mr B – but I'll explain why. And I'll do so in response to each of his (and his representative's) most recent submissions to the Service.

- I want to be clear I've taken into account the impact Mr B has described on his wellbeing and circumstances. Due to the nature of the decision I have to make it can mean that at times I may sound curt towards such matters. This is not out of discourtesy or lack of consideration of these points, I simply need to focus on the key points to reach the decision.
- Mr B has provided a statement from Miss G. She is clear that in her belief Mr B parked on the road on the date in question. Mr B has indicated that Miss G has

nothing to gain by making such a statement.

I'm not persuaded this is the case as Mr B's suggested. I say this as in Mr B's own words he described the impact of the fraud marker potentially leading to the sale of his children's home. So, it would strike me that Miss G would most likely be interested in the financial consequences of such a situation. As a result, while I will take this statement into account, I need to weigh it up against the other available evidence and other statements provided by Mr B, other parties and evidence from the time. I will come back to this point below.

- Mr B has reiterated points related to the claim being covered by the "*Personal belongings away from the home*" section. I've answered these points in detail within my provisional decision and have little to add. But I will comment that the principle of Contra Proferentem has relevance where the terms are considered ambiguous. The alleged ambiguity is where the clubs were stolen from – either the driveway or the location the vehicle ended up. Here – I'm not satisfied these terms were ambiguous in the way Mr B has indicated for the reasons I've previously given – so I see no reason to read the terms in favour of Mr B as he's suggested. But even if I agreed there was ambiguity in the way he's suggested – which I don't – I wouldn't think it fair and reasonable to direct Lloyds to cover the claim in these circumstances.
- Mr B's reference to various rules are all matters I considered within my provisional decision. My role requires me to consider the law, best practice, relevant regulations alongside what I consider to be fair and reasonable and I don't agree Lloyds has acted in bad faith, nor that it has breached any of the regulatory obligations Mr B has highlighted.
- Mr B has indicated that the "*lie*" was a collateral one – that is to say it wasn't material to the claim. I've outlined in my provisional decision why I disagree this is the case, and exactly why I think the matter was material.
- Mr B has indicated that no ordinary decent person would consider his conduct to be dishonest. I understand why he strongly feels in this way given the impact on him – but in my view I'm satisfied that Lloyds conclusion that he acted dishonestly was a fair conclusion.
- Mr B's representative indicated my previous comments in relation to his policy were inappropriate and that I should focus on the circumstances of Mr B's case. I stand by my comments and assure Mr B that I have taken into account his personal circumstances and the facts of his case when reaching this decision.
- Mr B's representative indicated that the clubs being within a locked boot meant it was not speculative to say the thieves had no knowledge of the items. Again, I stand by my previous comments as it is unclear to me that Mr B could be confident that such thieves had no knowledge – for example witnessing him placing the clubs in the car. But in any case, this has no bearing on the outcome here.
- Mr B's representative made reference to law related to data and ICO guidance. Their point here was not clear to me, but I understand they were suggesting that the act of uploading fraud markers in relation to Mr B should be based on his circumstances, and suggested that in Mr B's case this wouldn't be right. I disagree with this point – as Lloyds is entitled and obligated to record accurate data as (to my knowledge) it has done so in this case.
- Mr B's own record keeping does indicate he went to the pub he indicated on the day of the theft. I don't doubt that he did go to the pub as he's suggested – the records he's provided certainly appear to support this. But the key question is where did he park at the time of the theft. Mr B has asked me to focus my attention on Miss G's

statement that indicates he *always* parks on the road. But there's little in Miss G's statement that hasn't already been addressed previously – such as the charging point. And for me, Miss G's statement doesn't outweigh the inconsistencies elsewhere given Mr B said the car was stolen from his driveway to both his insurer and the police when he states this is something he *never* does. Nor does it correlate with his neighbour's comment that he *usually* parks there – not *always*.

- Overall, I'm satisfied Lloyds' decision to invoke its fraud terms were fair in the circumstances – which support he was trying to materially gain from the policy when he wasn't entitled to. And this is due to Mr B giving one version of events to the police and Lloyds, then changing his position after being told by Lloyds he was not covered by the policy. And the surrounding evidence hasn't persuaded me otherwise.
- Mr B and his representative have indicated the penalty for fraud in this situation would not be proportionate to apply. For all of the reasons given above and previously, I'm satisfied that Lloyds has fairly applied its fraud marker in light of the evidence of this case – so this isn't something I would look to interfere with.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss G to accept or reject my decision before 30 September 2025.

Jack Baldry
Ombudsman