

The complaint

Mr L and Mrs L complain about Lloyds Bank General Insurance Limited (“Lloyds”) for declining their claim for damage following a series of storms. They want Lloyds to accept their claims and settle their losses.

What happened

Mr L and Mrs L insured their home with Lloyds.

In early 2020, the area of their home suffered a series of storms, with very heavy rainfall. After these storms, Mr L and Mrs L noticed that rainwater had penetrated their home and caused damage.

In March 2020, Mr L and Mrs L sent a letter to Lloyds, indicating that they wished to make a claim. This letter indicated that the damage had occurred, and Mr L and Mrs L had not claimed immediately as they wanted to see if the damage dried out. The letter also indicated that the claim was not urgent, especially given the developing pandemic.

Shortly after sending the letter, the UK was placed into a national lockdown. Lloyds did not respond to the letter.

In August 2020, Mr L and Mrs L sent a further letter chasing why they had not received a response about their claim.

Lloyds responded to this letter, treating it as a complaint. They responded in August 2020 and advised that after checking their systems they had no record of a claim ever being made. The letter gave advice about how to make a claim (and gave a phone number to do so) and included referral rights to this service.

Mr L and Mrs L subsequently contacted our service in February 2023 about this response, and about Lloyds’ delay in responding to their claim.

We were not able to consider that complaint as it had been referred to us more than 6 months after the final response from the business.

Mr L and Mrs L felt that the issue was ongoing as their claim had still not been concluded.

In April 2024, Lloyds acknowledged receipt of a claim from Mr L and Mrs L. Lloyds arranged for an assessor to inspect their home and the damage, under a claim for storm damage.

The assessor attended their home in late April 2024.

The assessor’s company advised Mr L and Mrs L that their claim was declined. As this information had not come directly from Lloyds, Mr L and Mrs L contacted Lloyds for confirmation, and to complain.

Lloyds responded to that complaint in September 2024. Lloyds made clear that it was only responding to issues which occurred after its August 2020 final response. It acknowledged

that the decision to decline ought to have been communicated by Lloyds directly but maintained its decision to decline. It argued that when the property had been assessed there was evidence of damage which had occurred over a long time, and through a failure to maintain the property, and that there was no evidence of sudden 'one-off' damage which could be attributed to a storm.

Mr L and Mrs L were not happy and contacted us.

Our investigator has looked into this matter and did not recommend that the complaint be upheld. They applied our usual approach to storm claims, and they were not satisfied that there was evidence of damage of the usual type caused by a storm, or which had primarily been caused by a storm.

Mr L and Mrs L did not accept that view and asked for an ombudsman decision.

I issued a provisional decision in respect of this matter in August 2025. In that provisional decision I set out that I agreed with my colleague, and I wanted to give a further opportunity to Mr L and Mrs L to provide any evidence to demonstrate storm damage, or to show that a claim had been made to Lloyds (and received) earlier than April 2024. I indicated that, in the absence of evidence that Mr L and Mrs L had provided more information to Lloyds, I would most likely not uphold the complaint.

That provisional decision has been shared with the parties, and they have been invited to comment.

Lloyds responded, indicating that they had no comment to make.

Mr L and Mrs L responded to this service. They reiterated previous comments about the reasons why they did not make a claim earlier, and why they did not pursue their claim more vigorously after writing to Lloyds in March 2020. They set out that they consider that their letter to Lloyds in March 2020 shifted the onus onto Lloyds to investigate the damage and the claim at that time.

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.

I appreciate the comments made by Mr L and Mrs L, and that they remain upset by the outcome of their claim and complaint. They strongly feel that they did all that they reasonably could to highlight damage to Lloyds when this occurred and that the responsibility for the claim ought to have shifted to Lloyds after they wrote in March 2020.

They have not been able to provide any further evidence, however, to alter my view as set out in the provisional decision.

As a result, I remain of the view I explained in that provisional decision and I have not seen evidence that Lloyds did anything wrong.

That ought not be understood as a criticism of Mr L and Mrs L, as I appreciate why they did not take more action when they first noticed the damage happening. It simply means that in order to uphold a complaint about Lloyds I would need to see evidence of Lloyds' wrongdoing, and I have not seen this.

Consequently, I adopt my decision and reasons from my provisional decision, as

supplemented by the above, as my final decision.

My final decision

For the reasons given above, and in my provisional decision, I do not uphold Mr L and Mrs L's complaint, and I do not ask Lloyds Bank General Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 16 October 2025.

Laura Garvin-Smith
Ombudsman