

The complaint

Mr B and Mr R complain that Lloyds Bank General Insurance Limited (“Lloyds”) declined a claim they made on their home insurance policy following an escape of water at their home.

Mr B and Mr R are joint policyholders but for ease I’ll refer to Mr B since he has brought the complaint to this service.

What happened

Mr B had home insurance with Lloyds.

In June 2021, Mr B submitted a claim to Lloyds for damage caused by an escape of water in his kitchen. Due to the extent of the damage, he was required to vacate the property while repairs were undertaken. The remedial works were completed, and Mr B returned to his home in April 2022.

In January 2023 Mr B discovered damage in his conservatory which he believed was linked to the previous escape of water and possible resultant subsidence. The matter was reported to Lloyds who appointed a surveyor to investigate.

The surveyor concluded that there was no subsidence damage. It was also concluded that the damage couldn’t be attributed to a peril covered by the terms of the policy. Lloyds confirmed that the damage was linked to a lack of maintenance/wear and tear which isn’t covered by the policy. And so, the claim was declined.

Mr B didn’t agree and so complained. Lloyds say the original claim was the result of a leaking pipe in the floor screed of the kitchen which led to low level damage between the kitchen and conservatory, but the new damage was high level, so a surveyor was appointed. The surveyor advised there was some maintenance work that needed to be completed but there was no evidence of an insured peril, so the claim was declined. In its final response letter Lloyds said if Mr B was able to obtain a supportive cause of damage report it would be considered. Lloyds did accept there had been some delays to the claim and that Mr B had been provided with incorrect information. Lloyds offered £300 in total to reflect the distress and inconvenience caused.

Mr B wasn’t satisfied with Lloyds’ response and so referred his complaint to this Service. Our Investigator considered the evidence and concluded that she didn’t think Lloyds needed to take any action. She said there was no evidence to link the current damage to the previous claim, and she wasn’t satisfied Mr B had proved his claim.

Mr B didn’t agree. So the complaint has come to me to decide.

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.

Our Service has investigated a previous complaint in respect of this claim. To be clear my decision covers matters occurring since January 2025.

I can see from the information provided that Mr B has spent considerable time and effort in trying to engage with Lloyds regarding this matter. And I don't underestimate the stress this has had on him. I want to assure Mr B that I've read and considered the available evidence, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a courtesy and reflects the informal nature of our service.

Damage linked to a previous claim

Lloyds' report confirms, "*the minor damage evidence is more likely to have resulted from differential thermal/moisture induced movement*". The report goes on to say, "*the slight bowing to the centre of the box gutter which adjoins the rear elevation of the main building is most likely owing to gradual deterioration/general wear and tear*".

Mr B's report says, "*there are clear evidence of movements at roof level of the conservatory, at rear masonry wall and ceiling level.*" The possible reasons listed are thermal expansions of the conservatory, movement of base slab, seasonal contractions and swellings of the clay supporting foundation, improper installation of the roof, and poor maintenance of the roof, amongst other reasons. The report goes on to say, "*the movement is due to a combination of causes: base slab expansion due to water saturation, pushing the rear wall and subsequently the conservatory roof. No cracks were visible to justify this*".

I know Mr B strongly believes the current damage in the conservatory is linked to the previous leak. But I haven't seen any independent evidence to confirm this. Mr B has a report that details a number of possible causes of the damage. And Lloyds say it's likely a maintenance issue. Without further investigation I'm not persuaded the current damage is linked to the previous claim. So, I can't say Lloyds have acted unreasonably here.

I empathise with the situation Mr B finds himself in. I'm aware of the difficulties he is currently facing. In the absence of any independent evidence that confirms the damage to the conservatory is linked to the previous leak, I can't say Lloyds actions here are unreasonable. Lloyds have said if Mr B is able to provide a report confirming the cause of damage it would consider this in line with the terms of the policy. And I think that's fair.

It is for the policyholder to demonstrate to their insurer that they have suffered an insured loss. If they can do this then, generally speaking, the insurer should pay the cost of the claim in line with the policy terms and conditions.

Ultimately Lloyds wasn't satisfied the damage to the conservatory was as the result of an insured peril or linked to the previous leak. It based its decision on assessments by its contractors.

When considering this complaint, I have relied on the expert opinions provided by both parties. I understand Mr B strongly believes the damage is linked to the previous leak, but I'm not persuaded he's provided sufficient evidence to support his view. Therefore, on the balance of probabilities I don't think Lloyds acted unfairly in declining the claim.

Distress and inconvenience

I understand the challenges this claim has caused for Mr B, and I'm sorry to hear that. And although I've had to have regard to what happened since the original leak, the complaint I've considered here is about Lloyds handling of the claim about the damage to the conservatory.

So, I can only consider what happened overall in so far as it relates to the handling of that aspect of the claim.

Lloyds say the £300 it awarded to Mr B in response to his complaint was in recognition of the delays and misinformation at the outset of the claim. This Service has general guidelines for making awards for distress and inconvenience. The award band of up to £300 is used where the business's actions has resulted in some acute stress over days and weeks. Having considered all of the above I'm satisfied that in the circumstances, £300 is reasonable to award, and so I think Lloyds should now pay this if it hasn't already.

My final decision

Lloyds Bank General Insurance Limited have offered to pay Mr and Mrs B £300 in total so if it hasn't already I direct it to pay this now.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mr R to accept or reject my decision before 18 December 2025.

Kiran Clair
Ombudsman