

## **The complaint**

Mr R complains about how Society of Lloyd's trading as Lloyd's of London ("SoL") dealt with a claim he made on a park home insurance policy.

## **What happened**

The details are well known to both parties so I won't repeat them again here. Instead, I will list what I believe to be the key points which led to this complaint.

- Mr R inherited the park home from a friend and arranged for the insurance policy with SoL to be transferred to him.
- On visiting the site, he noticed damage to the brickwork skirting of the property so made a claim to SoL under the policy, for malicious damage.
- SoL sent agents out to inspect the damage and provide a report.
- A few days later Mr R reported further damage to the steps and doors of the property.
- SoL accepted the claim and agreed to repair the further damage.
- Contractors incorrectly returned keys to the park home the site reception instead using the lock box. So SoL agreed to cover the cost of changing the locks to the property.
- There was a delay in repairs starting due to difficulties in finding contractors willing to work on the park home site, bricklayers' availability and materials being available.
- When SoL were about to start work they were told by the site that the damage reported by Mr R happened when materials were removed from the property due to an unpaid debt. Based on this information, SoL reviewed the claim and declined it as it was of the opinion no insured event had taken place. It was not malicious damage but a civil dispute between the park homeowner and site.
- Mr R disagreed about the change in claim decision but around a similar time, sold the park home to the site owners for an amount considerably less than what it was worth.

Mr R complained to SoL about what had happened, he was unhappy about the delay in dealing with the claim and repairs being undertaken. He disagreed with the claim decline and said no debt existed, he said it was a deliberate tactic and action by the site owners to force him to sell the property. Mr R said had SoL repaired the property quickly this would have increased the amount he may have achieved from the property sale. Initially Mr R said wanted to be paid the difference between what he feels the property should have sold for, around £85,000 and the amount he received, around £20,000. He later said, the least he felt he should receive, was the cost of the repairs SoL would have undertaken to the property.

SoL considered the complaint but did not uphold it. It said it was satisfied it had acted correctly, although it did recognise it could have better managed Mr R's expectations about

the claim process. It offered him £250 compensation to reflect this. Mr R remained unhappy and brought his complaint to this Service.

An Investigator considered the complaint and explained to Mr R they didn't think SoL had acted unfairly. He no longer owned the park home and as such there was nothing to repair. They said they don't think the lack of repairs influenced the sale price achieved for the park home and therefore they wouldn't be asking SoL to do anything more.

Mr R asked for an Ombudsman to consider the complaint, so it has been passed 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.

Having done so, I agree with the conclusions reached by the Investigator for the following reasons:

- I'm aware of the circumstances surrounding the sale of the park home to the site owners and Mr R's strength of feeling about this. However, I must concentrate only on the actions of SoL in this complaint.
- Based on the information that was available to SoL I think it acted reasonably in accepting the initial claim and further damage. However, when it was presented with information about an alleged debt it was also reasonable that it reassessed its position at that point.
- It wasn't for SoL to decide if the debt was legitimate or if this factored into wider actions that were happening between Mr R and the site owners. Based on the information it had, I think it was reasonable for it to then conclude that it was likely an insured event hadn't taken place and, that the matter of the debt needed to be resolved between the parties, before it would consider anything further.
- Given what Mr R has explained about the circumstances under which he sold the park home, I'm not persuaded the completion of the repairs would have made any difference to the sale price he eventually achieved. So, I don't think SoL need to make any payment to him for the difference in those values.
- As Mr R no longer owes the park home, no liability remains for SoL. So similarly, even if the claim was outstanding, I wouldn't now be directing the SoL pay him what it would have spent on repairs. It also no longer needs to change the locks, so it doesn't have to pay for this either.
- I can't see SoL avoidably delayed the repair process, availability of trades and materials are factors beyond its control.
- SoL offered Mr R £250 compensation for not managing his expectations in respect of the eventual claim outcome. I do recognise the whole matter with the site owners and park home sale has been very distressing for Mr R but I must only consider the impact SoL's actions had. Overall, I think £250 compensation is sufficient here.

For the reasons set out above, I think SoL have acted fairly and reasonably, and in line with the policy terms and conditions. I don't therefore uphold this complaint.

**My final decision**

My final decision is that I do not uphold Mr R's complaint against Society of Lloyd's trading as Lloyd's of London.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 19 January 2026.

Alison Gore  
**Ombudsman**