

The complaint

Mr D complains Lloyd's Insurance Company SA trading as Lloyd's Europe unfairly declined his claim for damage to an external wall against his home insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Mr D has a buildings and contents insurance policy with Lloyd's, covering his holiday home abroad. In April 2024, he claimed against the policy for the collapse of an external stone wall.

The starting point with any insurance claim is the insured (Mr D) must be able to demonstrate within reason that an insured event covered by the policy has occurred as described. If the insured can, the onus then passes to the insurer (Lloyd's) to respond and settle the claim or show that they can fairly rely on a policy term or exclusion to decline the claim or limit their outlay.

Mr D originally cited that he believed the damage to be due to poor weather conditions. Lloyds explained to Mr D they couldn't accept the claim as his policy didn't provide cover for walls damaged in a storm.

Under the "*flood, storm or weight of snow*" section of his buildings policy, it explains Lloyd's will not pay for "*loss or damage to...walls, gates and fences*". It follows that I think Lloyd's were acting fairly here.

Mr D subsequently appointed the services of a structural engineer, who concluded (from reviewing evidence such as photos provided by Mr D) that the collapsed wall was as a result of "*vehicular damage*".

Lloyd's declined the claim and gave various reasons for this. They cited the poor existing condition of the wall and an exclusion in the policy for "*wear and tear*". They also provided a report from their loss adjuster, which cast doubt on the conclusion that the damage had been caused by a vehicle going into the wall.

In this complaint, Mr D reported the vehicular damage and it was considered under the accidental damage peril. However, under the "*Accidental Damage to the Buildings*" section of the policy, "*loss or damage to...walls, gates and fences*" is not covered and Lloyd's has relied on this to decline the claim. They are acting fairly in doing so.

In summary, Mr D has not been able to demonstrate that a one-off insured event covered by this policy has occurred. Therefore, I find that Lloyd's have fairly considered the claim before declining it in line with the policy terms.

My decision will disappoint Mr D, but it ends our Service's involvement in trying to informally resolve his dispute with Lloyd's.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 16 March 2026.

Yoni Smith
Ombudsman