

## **The complaint**

Mr H complained his claim related to an escape of water in his home was unfairly declined by Lloyds Bank General Insurance Limited ("Lloyds") under his home insurance policy.

## **What happened**

Mr H made a claim when he said a water leak from his toilet caused extensive damage in his home. Mr H used the emergency cover under his policy to have the toilet leak fixed. The provider of the emergency cover informed Mr H that he could find alternative accommodation for his family, and he'd be reimbursed up to a maximum of £250. Mr H said the cheapest accommodation he could find was for £600 plus living expenses.

Mr H said the toilet has been fixed but the leak caused further damage to his electrics. Mr H has provided a quote for £4,600 to have this fixed.

Lloyds appointed a surveyor to review and validate the damage claim following the toilet leak. Based upon the surveyor's report, Lloyds decided to decline the claim. Lloyds said, *"our assessment indicates that the damage results from long standing maintenance issues, which are not covered under the terms of your policy, rather than a one-off incident"*.

Mr H wants his claim settled in full.

Our investigator decided not to uphold the complaint. He thought Lloyds has fairly declined the claim based on evidence provided by its surveyor. He thought it had declined the claim reasonably using the terms and conditions of the policy. Mr H disagreed, so the case has been referred to an ombudsman.

## **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.

To clarify, my decision is focused on reviewing whether Lloyds has acted fairly and reasonably in relation to this claim. Mr H did initially interact with contractors who were appointed under the Home Emergency section of his policy. This policy is provided by a different insurer to Lloyds, so I don't have jurisdiction under this decision to consider the actions of the Home Emergency insurer. If Mr H has issues with the Home Emergency insurer he'd need to raise a complaint against this insurer directly.

I've considered Mr H's complaint against Lloyds, and I don't uphold it. I appreciate this will be disappointing for Mr H, so I'll outline my reasoning for doing so.

Insurance policies don't cover policyholders for any unspecified event, they are designed to cover specific and common one-off events, such as storms, fire or certain leaks (escape of water). These one-off events are listed in the policy.

Having reviewed the claim file, I can see the leak was caused by a blockage of wipes and tissues within the toilet. The blockage was cleared by the emergency cover provider and Mr H was advised not to dispose of wipes and tissues down the toilet in the future.

Lloyds in declining the claim explained:

*"We are not disputing that there has been a leak from the waste pipe however it would be impossible to say if this has contributed to the state of the property given it clearly needs attention and repair.*

*There are different areas of damage including mould growth in other areas, that wouldn't be due to a leak from the waste pipe.*

*[Our appointed surveyor] have advised that the floor around the toilet is drier than the ceiling underneath, so this means the toilet can't be the cause. There is a hole in the side of the bath and no shower curtain / cubicle to stop water overspilling whilst in use.*

*Page 22 of your policy booklet states "Keeping your home in good condition: it's up to you to make sure you keep your home in good condition. We won't pay claims for the cost of maintaining your home. We also won't pay claims for the cost of any damage that happens due to a lack of maintenance. For example, water getting into your home because roof tiles are missing, or your shower leaking because the sealant or grout around it has failed".*

*Therefore, we are unable to offer any financial assistance on this occasion. We would ask you to fix the issues at your own cost, as soon as possible, including the electrics to ensure everyone at home stays safe".*

I've reviewed the photographs and report provided by Lloyds' appointed surveyor. I think Lloyds' reasoning for declining the claim is consistent with what I can see in the report and photographs provided by Lloyds' appointed surveyor. I find the submission persuasive, so I don't uphold this complaint. I think Lloyds has shown the property is in a state of poor repair. So, I think it's been fair to decline the claim using the policy condition Lloyds highlighted in its letter to Mr H.

I appreciate Mr H felt the claim could've been resolved faster. However, I'm not persuaded Lloyds have been directly responsible for any delays. It has validated the claim as it is allowed to do, and the delays I can see are more related to problems getting access to the property.

I'm not denying Mr H's family have vulnerable characteristics and this situation was difficult for them. However, I don't think Lloyds has done anything wrong in declining the claim, as the policy doesn't provide cover in these circumstances. Any issues Mr H has highlighted in relation to alternative accommodation aren't related to Lloyds but were from interactions with the home emergency provider. And whilst I can see Mr H provided a quote for repairs, Lloyds aren't liable for the claim, so I wouldn't expect it to do anything with this quote apart from explain the claim was declined. Which it did.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require Lloyds Bank General Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 2 February 2026.

Pete Averill  
**Ombudsman**