

## **The complaint**

Mr M complains about the way Lloyds Bank General Insurance Limited ('Lloyds') handled a storm damage claim he made on his property insurance policy.

Mr M is professionally represented in bringing this complaint.

## **What happened**

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

Mr M notified Lloyds of a storm damage claim at his property in December 2023. Lloyds ultimately declined to cover the claim and Mr M raised a complaint, but it wasn't brought to this Service within six months, so we previously explained we couldn't consider what had happened. In March 2025, Mr M then went on to obtain further evidence which he said supported his claim, and he remained unhappy with other aspects of the claim, so he raised a further complaint. That complaint was also considered by this Service, and we issued an outcome in June 2025 which recommended that Lloyds should reconsider the claim in light of Mr M's new report and pay £250 compensation.

Mr M remained unhappy with how Lloyds were handling the claim and he went on to raise further complaints, which Lloyds responded to in October and November 2025. Within their final responses to Mr M's new complaints, Lloyds acknowledged that there had been further delays in considering Mr M's report as well as service failings and a loss of expectation. Lloyds had sent out a quote for a roofer which they said could have caused Mr M to understand he had cover, when instead they maintained their decline of the claim because the damage in question was not covered under the terms and conditions of the policy. Lloyds ultimately awarded Mr M an additional £200 compensation as well as a goodwill payment of £888. Mr M remained dissatisfied with Lloyds's response to his latest complaint – so, he brought it to this Service.

An Investigator looked at what had happened but didn't recommend the complaint should be upheld. She explained that Lloyds had considered the new report Mr M provided but was satisfied this didn't change the outcome of cover under the policy as the report had highlighted the property's roof was in poor condition with an underlying lack of maintenance. In respect of how Lloyds had handled the claim overall, the Investigator recognised their service had been poor at times, but felt that they'd acknowledged the issues and offered a fair outcome in response by offering compensation and a goodwill payment.

Mr M, via his representative, did not agree with the Investigator's outcome. He said the remaining dispute was not about delays, goodwill, or a loss of expectation but rather about whether the claim was fairly declined and whether Lloyds had properly handled and weighed the available evidence. Mr M submitted that Lloyds had previously acknowledged storm related damage but later relied on evidence which they said demonstrated no storm damage had occurred, which he felt was unfair. Overall, Mr M said that paying compensation and a

goodwill payment was not a substitute full decision on whether there was cover under the policy.

Mr M asked for an Ombudsman to consider the complaint – so, it's 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.

I want to start by acknowledging that I've intentionally summarised the background to this complaint in brief, so not everything that has happened or been submitted is set out above in full. I've done this as the complaint spans several cases that we have previously looked at, so I'll only focus on the key issues in this specific complaint in order to reach a fair and reasonable outcome. But I'd like to reassure Mr M that I've read and considered everything that has been provided as part of the complaint.

I also need to set out what I can and cannot consider as part of this complaint. One of the main complaint points Mr M's representative has submitted is that he says Lloyds failed to comply with a previously issued direction. I should make it clear from the outset that if a complainant is unhappy with the lack of action by a respondent business following any direction set out by this Service, they can apply to the court to enforce compliance. But this Service does not have the power to enforce any direction we set within a subsequent complaint.

This is important because the focus of my decision here is not to make a finding on whether Lloyds carried out the previously agreed direction. It's to consider what the result of them carrying out that direction was. So, my role is to consider whether Lloyds acted fairly when they reviewed the new evidence Mr M provided and whether their maintained decline of the claim was fair and reasonable.

Lloyds said that following receipt of Mr M's further evidence, they reviewed the report to consider whether it changed the claim decision they had previously reached. Lloyds explained that, while they acknowledged the new report's views, they did not agree the damage described was caused solely by storm conditions. Lloyd's maintained their position and said the storm was not the proximate cause of the damage claimed and instead was due to an underlying poor condition and a lack of maintenance, and this meant the claim was not covered under the policy's terms.

I recognised that Mr M strongly disagrees with that conclusion, and his representative has raised concerns around Lloyds relying on contractor evidence and proposing to seek further expert input rather than accepting his report's findings. But I'm ultimately satisfied Lloyds was entitled to assess the evidence as they did and that the outcome they maintained was reasonable and supported by the available evidence. The fact that Lloyds did not change their claim decision following the new evidence from Mr M does not, in itself, demonstrate they failed to consider the report or acted unfairly in the circumstances. I can see Lloyds did offer to carry out a further site inspection as part of their review, which I think was reasonable and proportionate in the circumstances, given the difference in opinion between the parties. I don't think this is evidence of avoiding reconsideration of the existing evidence or acting unfairly and I'm satisfied is consistent with how a reasonable insurer would assess such a claim.

In respect of the quotation Lloyds provided, I can understand why this may have contributed to confusion and could have led Mr M to believe the damage would be covered under his

policy. Lloyds has acknowledged this and accepted that they could have caused a loss of expectation, and they offered a goodwill payment of £888 to reflect that impact. I'm satisfied this was a reasonable and proportionate way of addressing any confusion caused, particularly as Lloyds maintained throughout that they did not consider the damage to be covered under the policy. So, Lloyds should pay this sum to Mr M, if they haven't already done so.

I've also thought about Lloyd's overall handling of the claim after reviewing the new report. Having looked at what happened, I do acknowledge that there were delays during the claim and I accept Mr M would have experienced additional distress and inconvenience over and above a normal claim process when trying to resolve everything. Lloyds have already agreed their service fell short at times and offered compensation, which the Investigator felt was fair and reasonable in the circumstances. So, I need to decide whether that's enough compensation to put things right.

In terms of making a compensation award, it's important for me to highlight that this Service doesn't punish or fine businesses. A compensation award is intended to reflect the impact a business's actions had on their customer. So, I've considered Mr M's testimony about how he says this claim affected him, while balancing the fact that Lloyds did ultimately arrange for an inspection, considered the resulting reports, and looked specifically at whether the damage would be covered by the policy.

I was sorry to hear about the impact this situation has had on Mr M, and I understand it has been a long-running process. I also understand Mr M has experienced health issues and I do not doubt this situation would have been distressing for him. But overall, I think the total compensation award of £200 Lloyds offered is fair and reasonable and is in line with the level of compensation appropriate to the impact Lloyds was responsible for. And I am satisfied the award of compensation Lloyds has offered produces a fair and reasonable outcome to this complaint.

It follows that I direct Lloyds to pay this sum to Mr M in order to conclude the complaint, if they haven't already done so.

### **My final decision**

For the reasons set out above, my final decision is that I uphold this complaint in part. I direct Lloyds Bank General Insurance Limited to pay Mr M a total of £1,088 to conclude the complaint, if they haven't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 March 2026.

Stephen Howard

**Ombudsman**