

The complaint

Mr W complains that Society of Lloyd's ('Lloyd's') unfairly declined a claim he made on his landlord insurance policy.

What happened

Mr W owns a residential property he rents out which is insured through a policy underwritten by Lloyd's. In January 2025, he made a claim for vandalism damage at his property. While investigating the claim, Lloyds established the last tenant had vacated the property in July 2024. They said this meant the property had not been lived in by a tenant for more than 60 consecutive days and they issued amended policy documents to reflect the unoccupied status of the premises. Lloyds said under the policy's definition of "unoccupied", the claim would not be covered as there were exclusions which applied to damage caused by vandalism while a property was unoccupied.

Mr W went on to raise a complaint and said he understood the policy documents said that where the property was left unoccupied for 60 consecutive days or more, the property was required to be inspected every 14 days. He felt this wording suggested that cover would remain in place provided the inspections were carried out. He also raised concerns about the revised policy documents issued after the claim was reported and said these were different from the policy documents he was originally provided with.

Lloyds considered the complaint but did not uphold it. They explained that the claim had been declined because the property was unoccupied at the time of the loss and said inspections or attendance at the property would not reinstate cover where loss due to vandalism was specifically excluded while the property was unoccupied. They also explained that revised policy documents had been issued after the claim was notified to them in order to reflect the updated information Mr W had disclosed about the property being unoccupied. Mr W remained dissatisfied with Lloyd's response to his complaint – so, he brought it to this Service.

An Investigator looked at what had happened but ultimately didn't recommend that the complaint should be upheld. They said they were satisfied the policy excluded loss due to vandalism while the property was unoccupied, and that Lloyds had acted fairly and reasonably in declining the claim. Mr W did not agree with Investigator's conclusions. He maintained the policy wording suggested to him that cover would remain in place, so long as regular inspections were carried out and said this was ambiguous. He also said that his policy schedule did not state he needed to contact Lloyds nor did it explicitly say cover would be reduced or removed in the event inspections were not carried out. Finally, he repeated his concerns about revised policy documents being issued after the claim and said these were different from the documents he had received when taking out the policy and that he had not agreed to those changes.

Mr W 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.

Having done so, I've reached the same overall conclusions as the Investigator, and I do not uphold this complaint.

The background details of this complaint are well known to both parties, so I haven't repeated them in detail here. This isn't meant as a discourtesy, it reflects the informal nature of this Service. So, while I may not comment on each and every point made, I have taken it all into account when deciding what I consider to be fair and reasonable.

Lloyd's said that loss due to vandalism is excluded under the policy where the property is unoccupied. Mr W's policy defines a property as *unoccupied* when it is not lived in by a tenant for more than 60 consecutive days. The evidence I've been provided demonstrates that Mr W's last tenants vacated the property in July 2024 and it does not appear to be in dispute that nobody was living in the property after that date up until the time the loss occurred in January 2025. So, I'm satisfied the property met the policy's definition of unoccupied at the time of the loss and Lloyd's therefore fairly declined to cover Mr W's claim.

I understand Mr W's submission is that he believes the wording in the policy schedule says that where a property is left unoccupied for 60 consecutive days or more, it must be inspected at least once every 14 days, and that cover would remain in place provided inspections were carried out. I've thought about this carefully, but I ultimately do not agree with that interpretation. I think the policy makes a clear distinction between a property being *unoccupied* and it being *attended* or *inspected*. In my view, the inspection requirements are a risk management condition which relates to whether a property is being checked regularly. But it does not alter the policy definition of *unoccupied*, nor does it reinstate cover where the policy excludes certain types of loss where a property is unoccupied.

I have considered Mr W's entire policy carefully and I think the wording is clear that losses caused by theft and vandalism are not covered while the property is unoccupied. So, once the property met that definition, the exclusion applied regardless of whether inspections were being carried out. And I'm satisfied that this distinction is clear when the policy schedule and policy wording are read together, as the contract requires.

I also understand Mr W has raised concerns about his policy documents being revised and issued to him after the claim was reported. He says these new documents differed from the documents he was originally provided and have been issued without his consent or agreement. But I don't think Lloyds acted unfairly here and I do not think this altered the outcome of the claim in any way. The revised documents were issued after the claim was reported to reflect the new information that had been disclosed about the property being unoccupied and I'm satisfied it was fair for Lloyd's to update cover on the basis of the new information they had been provided. While Mr W says he was not aware he had a duty to contact Lloyd's to update them of material changes, I'm satisfied the policy requires him to tell Lloyd's if there have been changes.

I'm also satisfied the policy documents being re-issued did not ultimately change the underlying position or cover. The exclusion for theft and vandalism while a property is unoccupied still formed part of the policy and even if those revised documents had not been issued, the policy terms applying at the date of loss would still have excluded the claim.

Taking everything into account overall, I'm satisfied that Lloyds was entitled to rely on the policy's definition of unoccupied and that the associated exclusions were fairly applied when

declining the claim. I also do not find that the policy documentation, when read as a whole as intended, was misleading, ambiguous, or unfair.

My final decision

For the reasons I have set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 24 February 2026.

Stephen Howard

Ombudsman