

The complaint

Mr R complains Society of Lloyd's trading as Lloyd's of London (SOL) unfairly declined a claim under a marine insurance policy.

What happened

The details of this complaint are well-known to the parties, so I won't repeat them here. Instead, I'll 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 R held marine insurance with SOL. He claimed on the policy in October 2023 for damaged external cladding due to heavy weather conditions in October 2022. Mr R says the delay in reporting the claim was due to difficulties in obtaining repair quotes. He later provided one to SOL dated October 2023. This included repairs to replace cladding, amongst other things. The total cost of repairs was roughly £32,000 by a firm I'll refer to as "P".

SOL appointed a marine surveyor to inspect the damage. They provided their report to SOL in November 2023. SOL then declined the claim as it didn't consider damage was the result of a one-off incident. Rather, damage was due to several factors such as a lack of maintenance, a poor design build, and corrosion.

There has been a great deal of activity since, alongside a great deal of correspondence and reasons why Mr R disputes SOL's claim decision. I won't set this out in detail here as the parties are aware of it, and the Investigator has summarised the key events, and responded to the "witness statement" submitted by Mr R from P, which SOL has seen. I will therefore focus on my key findings, based on my review of all the evidence available to me:

- I find SOL considered the claim properly and fairly despite the late claim notification, where roughly a year had passed and some temporary works had been completed. It investigated the claim by appointing someone I am satisfied was suitably qualified to independently inspect the houseboat and report on the damage.
- Their report found, in brief, deterioration was the main cause and then high winds, and had this been addressed, it's unlikely winds would have caused damage. I find this report to be persuasive, compelling and supported by photos. While I accept Mr R has said the report was based on theories not facts, I must keep in mind the report was carried out over a year after the claim-incident, as mentioned above, which was outside SOL's control.
- The policy didn't respond to the claim as SOL wasn't satisfied the damage being claimed for was the result of a one-off incident. Rather, it concluded damage was due to several factors, such as a lack of maintenance, poor design build, and corrosion,

which the policy doesn't respond to. I find this was a fair and reasonable conclusion for it to reach based on the findings of the surveyor.

- Mr R disputed SOL's decision. He provided his own comments on the missing cladding, including that there wasn't a structural relationship between the cladding and the material beneath, pitting was the result of the claim-incident as it was noted locally on rippled panels, amongst other things. He also provided a copy of the 2013 construction report, a survey for insurance purposes dated 2014, both of which he says supports the houseboat was of sound design and construction.
- And he provided an email from 2021 from a boat building firm who responded to Mr R's concerns about wind damage then. This email confirmed no damage to the roof or cladding was present then, which Mr R says supports he maintained the houseboat, and the claim should be paid.
- I find SOL took Mr R's further submissions and evidence seriously, as they were fairly considered and responded to, with the assistance of the surveyor, who ultimately didn't find there was compelling supporting evidence to overturn their initial findings on the cause of damage following their physical inspection. I must explain my role isn't to determine the cause of damage, as I'm not qualified to do so. My role is to consider whether I am satisfied SOL took reasonable steps to consider Mr R's claim and validate whether the policy should respond. It follows I am satisfied SOL's decision not to change the claim decision following Mr R's further submissions was reasonable.
- Mr R then provided a witness statement from P from September 2025. SOL considered this, but this didn't change its claim decision. I find it was reasonable for SOL not to change the claim decision because P based their statement on photos, passing observations, and accounts from 2022 (and prior), in their capacity as a boat builder/repairer. Whereas the surveyor did a physical inspection and considered the cause of damage for the purposes of an insurance claim-validation. It was reasonable, therefore, for SOL to place more weight on the surveyor's findings.

In conclusion, I find SOL took reasonable steps to assess and decide the claim, and I find its claim decision was reasonable based on what I've set out above. It follows I don't require SOL to take further action.

I accept my decision will disappoint Mr R as I recognise his strength of feeling regarding this matter, and the great deal of effort he's made to support his claim. But my decision ends what we – in attempting to informally resolve his dispute with SOL – can do for him.

My final decision

I don't uphold the complaint.

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

Liam Hickey
Ombudsman