

The complaint

Ms L complains that Lloyds Bank General Insurance Limited ('Lloyds') unfairly declined a storm claim she made and voided her home insurance policy.

What happened

Ms L held a home insurance policy with Lloyds. She contacted them in December 2024 to report a claim and said storm Darragh had damaged her bi-fold doors. Lloyds appointed a surveyor to validate the claim but ultimately declined to cover it and said they felt it had been made dishonestly.

Lloyds said, while storm conditions were present in December 2024, they felt the damage being claimed for was not consistent with storm damage and was unlikely to have occurred in the way Ms L had described. Lloyds identified a number of concerns and inconsistencies about the timing and circumstances of the claim and felt there was some pre-existing damage to the bi-fold doors. They declined the claim and voided the policy.

Ms L felt Lloyds's actions were unfair and complained. She maintained that the damage was caused by the storm and said she had not acted dishonestly. She provided photos and reports from contractors and said the doors had been maintained and inspected before the storm damage occurred. She also raised concerns about the way Lloyds had drawn conclusions when dealing with the claim. Lloyds considered the complaint but maintained their decline of the claim and voidance of the policy. Ms L then referred the complaint to this Service.

An Investigator looked at what had happened and ultimately recommended the complaint should be upheld. She said that exceptionally high wind speeds had been recorded and was not persuaded Lloyds had shown, on balance, that the claim was false or dishonest. The Investigator felt Lloyds hadn't acted fairly by declining the claim due to fraud and voiding the policy. She concluded that Lloyds should accept the claim subject to the policy's remaining terms, remove any fraud and cancellation markers and pay Ms L £500 compensation.

Lloyds did not agree with the Investigator's recommended outcome. They provided a detailed response, but in summary they said:

- The physical damage claimed for couldn't have been caused by wind.
- Multi-point, locked, outward opening doors wouldn't have been blown completely off.
- Weather data showed lower wind speeds at the time Ms L said the damage occurred.
- Gravity and door geometry made the reported trajectory of the door implausible.
- They identified inconsistencies in Ms L's testimony, including when things occurred.
- They referred to potential previous damage and similarities to a previous storm claim.
- They said because the damage could not have occurred as Ms L described, she must have known her account was untrue and this allowed them to rely on the policy's fraud condition to decline the claim and void cover.
- The Investigator had placed too much weight on storm conditions and didn't consider technical reasoning or credibility concerns.

Lloyd's asked for an Ombudsman to consider the complaint, and I then issued a provisional decision in which I said the following:

"The crux of this complaint comes down to whether Lloyds fairly applied the fraud condition when declining the claim and voiding the policy. Ms L's policy provides cover for damage caused by storm – but Lloyds says they concluded that the type of damage Ms L claimed for wasn't due to a storm and they voided her cover due to allegations the claim circumstances were not presented accurately. So, I've considered whether this was a fair and reasonable conclusion for Lloyds to reach.

I can see Lloyds do not dispute there was a storm on the date of loss, and weather data records peak gusts of 69mph, but they dispute the damage claimed was caused by those storm conditions. Lloyds commissioned two reports which provided commentary on the damage being claimed for. One report was carried out following a site visit to Ms L's property, and the other was a desktop report based on the available evidence Lloyds had collected. The main points of the reports concluded that:

- The doors are outward-opening and secured by a central lock and bolts.*
- There were no fixtures on the outside of the doors for the wind to "attach to"*
- The lock being "blown completely off" and the door detaching from its hinges, is not a failure mode they would typically see in a storm claim.*
- They questioned the mechanics of the door being blown inside the property.*
- They noted the lack of damage to the hinges or screw holes in the doorframe.*
- They highlighted potential pre-existing damage.*

The report that was based on a site visit to Ms L's property was detailed and included multiple photographs of the damage. There were also additional updates and submissions provided as Lloyds continued to investigate the claim. So, my first findings is that I think it was fair and reasonable for Lloyds to have relied on the outcomes reached in those reports when deciding the claim.

Ms L also provided reports from two contractors who attended her property and concluded that the damage was consistent with storm conditions and noted that exceptionally strong windspeeds were recorded during Storm Darragh.

I've considered all of the reports very carefully, but ultimately, I am more persuaded by the conclusions reached in Lloyds's reports, which highlight a number of reasons why what Ms L reported was unlikely to have occurred. I also think it's important to note that I find the reports Ms L submitted less persuasive as they are largely conclusion based and do not clearly explain how wind would overcome the locking points on the door, the direction of their opening, or the absence of any specific damage which would be expected if they had been ripped from the doorframes. While I do not doubt their sincerity, Ms L's reports do not set out a clear mechanism by which storm conditions would result in the specific damage reported.

In addition to the reports they commissioned, Lloyds also said the windspeeds at the time Ms L said the damaged happened didn't meet the policy's definition of "strong winds over 55mph", and wouldn't have been strong enough to blow off the bi-folds door's lock, which Ms L said is how the damage happened. Lloyds provided weather data that suggested peak windspeeds of between 26mph to 32mph between 4:00am and 6:00am on the date of loss. I appreciate Ms L's representative has challenged this point and said that Storm Darragh was a prolonged event and peak gusts

occurred overnight and early morning, not just from 6:00am onwards and that the Met Office reported strong winds across multiple regions in the early hours of the date of loss.

But I think the timing of the event is important here because Ms L's testimony was that she was first alerted to an issue at around 4:00am when she heard a loud bang, noticed the door's lock had been blown off and witnessed the doors banging against each other in high winds. Ms L's neighbour also provided a statement in which he said he heard a loud bang somewhere around 4:30am and 5:00am and knocked at Ms L's property to ask whether she was OK. I understand that Ms L's witness statement differed slightly from her earlier reporting of the claim, and I recognise that recollections can differ after the event, especially during a stressful situation.

But when thinking about the evidence and testimony that has been provided as a whole, I'm persuaded the most reliable timeframe would be around 4:00am to 5:00am. This timeframe is consistent with the witness statements provided; and at that stage, the timing of the damage can't reliably be aligned with peak storm conditions in excess of the policy's storm definition. Ultimately, I think it was reasonable for Lloyds to rely on the conclusions reached in their reports and I find these to be persuasive. So, taking into consideration all of the available evidence, I think it was reasonable for them to conclude that storm conditions didn't cause the damage to Ms L's doors.

Lloyds also said they had concerns because they did not believe the damage could have occurred in the way Ms L described. As such, they said Ms L must have known her reported account was untrue when she presented the claim and concluded that there had been a deliberate attempt to mislead them. Ms L's policy entitles them to decline a claim and void the policy where they are satisfied a claim has been presented fraudulently or in an exaggerated manner, or where untrue information has knowingly been provided.

Given Lloyds's reports outlining their concerns over the way the damage happened, the unresolved mechanism of how the door entered the property, and the inconsistencies between when Ms L reported the claim and her later statements, I'm satisfied Lloyds has demonstrated the conclusion they reached was a reasonable one. Taken together, I think it was fair for them to rely on the above term which allows them to decline a claim and void cover where they reasonably suspect misleading information has been provided."

I concluded that I was satisfied Lloyds had demonstrated they had legitimate concerns over the claim, and that they were entitled to rely on the policy condition that they did. I invited both parties to provide a response to my provisional decision. Lloyds did not provide any further information for me to consider. Miss L, via her representative, sent a detailed reply, the key points of which said:

- I had misapplied the legal test for fraud, which carried a high evidential threshold which Lloyd's had not met.
- I had not made an express finding that Miss L had acted dishonestly, which would be required to make a finding of fraud.
- My reasoning had reversed the burden of proof, requiring Miss L to demonstrate she had not acted fraudulently.
- Lloyd's had relied on errors and misleading statements in their reports, including reliance on a previous claim, the type of lock fitted to the doors, and reliance on low resolution images to suggest pre-existing damage.

- I had not given sufficient weight to Miss L's submissions and testimony.
- Miss L's representative provided further evidence of storm reports and its severity.
- The damage was plausible and this was enough to defeat an allegation of fraud.
- I had made a factual finding that Miss L was 'sincere', which is incompatible with a finding of fraud.
- Lloyds had failed to identify any alternative cause of the damage.
- A finding of fraud was serious and reputationally damaging to Miss L.
- Overall, my provisional findings were legally flawed and did not produce a fair and reasonable outcome.

As both parties have now had the opportunity to provide a response to my provisional findings, I will set out my final decision below.

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've considered Miss L's submissions very carefully. But having done so, I have come to the same conclusion I did in my provisional decision, and I do not uphold this complaint.

I appreciate Miss L's strength of feeling about this complaint and I want to make it clear that I do not underestimate the impact this situation has had on her. I also understand Miss L's representative has said I am required to make a factual finding of dishonesty if I am to fairly find that Lloyds applied the policy's fraud term correctly. But I should make it clear that my role is not to determine whether Miss L committed fraud to the criminal standard, nor to make findings in the way a court would. My role is to decide what is fair and reasonable in all the circumstances of the complaint, which here, is to decide whether Lloyds fairly relied on the policy's fraud condition when assessing the claim.

I can see Lloyds previously set out the relevant policy term in their correspondence with Miss L, including the condition allowing them to decline the claim and take further action where they believed a claim was presented dishonestly. I'm therefore satisfied Miss L was made aware of the basis on which Lloyds reached their decision and the policy term they relied on. But for ease of reference, I have included the relevant term below, which says:

"We rely on you, and anyone acting for you, being honest with us. We won't pay a claim if:

It is fraudulent.

It is exaggerated.

Untrue information has knowingly been given to us to get cover, or a lower price.

We'll also...Cancel your policy from the date it happened, and we won't refund any of your premium."

I've considered the additional submissions Miss L has made, but I remain satisfied the evidence does not demonstrate, on the balance of probabilities, that storm conditions were the dominant or proximate cause of the damage Miss L claimed for. And while Miss L's representative has said Lloyds has not identified an alternative cause of the damage to rely on, this isn't something I would expect to see in any event. As with any insurance policy, the starting point is whether a policyholder has shown they've suffered a loss the policy covers.

Given the unresolved issues around the damage mechanism, timing, and inconsistencies in the accounts provided, I think it was fair and reasonable for Lloyds to conclude that the claim had not been presented accurately and to rely on the relevant policy term that they did, which was reasonably supported by the evidence available to them at the time.

I should also clarify that, when I said I did not doubt the sincerity of the reports Miss L relied on, I was referring to the views expressed within the written reports from the companies that inspected the damage to her doors. To be clear, I did not make any factual finding about Miss L's personal honesty or intentions when submitting testimony. My conclusions with Miss L's reports were that they were largely conclusion based and did not explain the mechanism by which storm conditions could have caused the specific damage she was claiming for. That distinction is important, because accepting the reports were sincerely expressed does not mean I was persuaded by them, and nor does it prevent Lloyds from reasonably concluding the claim was not presented accurately.

I've also carefully considered the additional weather submissions Miss L has made, which outline that winds near a waterfront can be stronger and more turbulent than what is reported by an inland station. But I am not persuaded these submissions provide an explanation as to how the lock of the doors was blown off or provides a mechanism for how the door detached from its hinges, given the report from Lloyd's outlined that this is not a failure mode they would typically see in a storm claim.

Finally, I've also thought about Miss L's submissions that at least three other flats suffered damage to windows and doors and were boarded up. While I accept this supports that there was severe weather in the area generally, I do not find this is determinative in demonstrating the specific damage Miss L claimed for was consistent with a storm as covered by the policy. Each claim will turn on its own mechanism and specific facts, and this alone doesn't establish the damage Miss L claimed for is consistent with storm damage, for the reasons I've already explained.

While I recognise the seriousness of such conclusions, and I do not underestimate the impact they have had on Miss L, I remain satisfied that Lloyds's claim decision was supported by the available evidence and they did not act unfairly in the circumstances.

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 Ms L to accept or reject my decision before 4 March 2026.

Stephen Howard
Ombudsman