

The complaint

Mrs D and Mr D have complained that Lloyds Bank General Insurance Limited declined a claim under their home insurance policy and about the service they received.

What happened

Mrs D made a claim to Lloyds after she couldn't find her engagement ring. She said she'd last seen it in her dresser drawer at home.

She says Lloyds led her to believe the loss would be covered but said it wouldn't settle the claim then as there was still time for the ring to turn up.

Lloyds said it had declined the claim from the outset. It said the policy didn't cover accidental loss in the home.

Mrs D contacted Lloyds again and asked for a copy of the policy schedule to be emailed to her. Lloyds said it couldn't do this but would send a copy by post. It emailed her the policy booklet.

Mrs D and Mr D referred their complaint to this service.

Our Investigator didn't think Lloyds had treated them unfairly. As they didn't agree, the matter has been referred to me.

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.

Firstly I would like to express my sympathy for Mrs D who has lost an item which would probably have been of sentimental value to her.

My role is to decide whether Lloyds has acted fairly in declining this claim. I am sorry to disappoint Mrs D and Mr D but I think it has done so. I'll explain why.

Mrs D lost her ring at home. The only people who came into her home at the relevant time were her husband and child. There's no suggestion that the ring might have been stolen from the home.

Not all loss or damage caused to home contents will be covered by a home insurance policy. Only loss or damage by those events listed in the policy - fire, flood, theft etc – is covered. It isn't feasible for policies to list every cause of loss or damage that isn't covered. Generally policies list what is covered and circumstances where loss or damage is excluded despite being caused by an event that is covered by the policy. These exclusions can be general (applying to the whole policy) or specific to each insured event. I've looked at the terms of Mrs D's policy. It doesn't say that a loss caused in this way is covered. The policy supports the approach Lloyds has taken in declining Mrs D and Mr D's claim. As I think Lloyds has acted in accordance with the terms of the policy, I don't think it has treated them unfairly.

I've listened to the call when Mrs D first notified Lloyds of the loss. The advisor told Mrs D items lost in the home weren't covered by the policy. So the claim was declined. It's unfortunate that Mrs D had the impression that her claim might be covered at a later date but I think Lloyds did make it sufficiently clear that the claim was being declined.

I've also listened to the call when Mrs D asked for a copy of her policy. Lloyds said it had sent her a copy of the policy documents when the policy was set up and it would post her another copy. Mrs D said that was acceptable. Lloyds also offered to summarise the cover on the phone but Mrs D didn't require that. While I can understand it would have been frustrating for Mrs D not to be able to view her policy documents online, I think Lloyds treated her reasonably in posting her a copy of them and offering to outline her cover on the call.

My final decision

For the reasons outlined above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 31 July 2024.

Elizabeth Grant Ombudsman