

## **The complaint**

Mr M has complained about how Lloyds Bank General Insurance Limited (Lloyds) dealt with a claim under a home insurance policy.

Mr M has a representative. However, for ease, I will normally refer to Mr M.

## **What happened**

Mr M had an escape of water in his home. So, he contacted Lloyds to make a claim. Mr M wasn't satisfied with the settlement offered or that it would be in staged payments. When Lloyds replied to the complaint, it explained the settlement options it had offered, that it had offered to replace bathroom tiles and kitchen splashbacks as a gesture of goodwill and how it normally settled claims. It also didn't accept it was harassing Mr M by copying him into emails to his loss assessor.

When Mr M complained to this service, our investigator didn't uphold it. She said Lloyds had offered a settlement in line with the policy terms and that Lloyds had explained why it wanted to make staged payments. She also didn't see evidence that Lloyds had deliberately delayed the claim or harassed Mr M.

As Mr M didn't agree, the complaint was 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.

Having done so, I don't uphold this complaint. I will explain why.

Mr M didn't think the offer to settle the claim was fair. Lloyds offered a cash settlement based on the cost to itself to carry out the repairs. I note that Lloyds also offered to carry out the work, including when Mr M said the cash settlement wasn't enough for the work. It also said Mr M could provide quotes for the work so it could consider these.

Lloyds also said it would make staged payments as the claim progresses. This was because Lloyds wasn't satisfied that the level of damage was clear and that the full strip out needed to be completed first to assess this. Mr M also wanted all the tiles to be replaced in his kitchen and bathroom, including ones that weren't damaged. Mr M didn't have matching sets cover under the policy. Lloyds initially declined to pay for this, but later agreed to do so as a gesture of goodwill to try and progress the claim. In my view, the way Lloyds proposed to settle the claim for the damage was reasonable and in line with the terms of the policy and included going beyond the policy terms to try and reach an agreement.

Mr M also complained that Lloyds had refused to pay for alternative accommodation, which he said meant he couldn't arrange the work. Looking at what happened, I saw emails to Mr M that offered to cover the cost of accommodation for 28 days. This included providing an example of the type of accommodation that had been found in the local area, but explaining

it didn't have to be that specific property. Lloyds also provided a total amount that it would pay for that period to give Mr M some flexibility to find a suitable property. I'm aware Mr M seemed to want accommodation for 6 to 12 months, but I didn't see evidence that showed the period Lloyds identified for the works to take place was unfair or wasn't based on a realistic assessment of the time it would take to do the work. So, in my view, Lloyds made a reasonable offer to enable Mr M to find alternative accommodation while the work took place.

Mr M was also concerned that Lloyds copied him into emails to his loss assessor, despite him asking it not to do so. He told Lloyds he had no reason to consider replying to the emails. Lloyds explained to Mr M that he was its customer, regardless of any agreement he had separately with the loss assessor. It also explained that Mr M didn't need to reply to them. When Mr M's loss assessor raised the complaint about the claim with Lloyds, he described this as harassment. Having looked at the emails, I haven't seen evidence that persuades me it was unreasonable for Lloyds to copy Mr M into the emails. Almost all of them were addressed to Mr M's loss assessor, with Mr M copied in, and Mr M had been told he didn't need to respond to them.

So, having thought about all of the above, I don't uphold this complaint or require Lloyds to do anything further in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 October 2023.

Louise O'Sullivan  
**Ombudsman**