

## **The complaint**

Mr and Mrs B complain about how Lloyds Bank General Insurance Limited (“Lloyds”) have dealt with a claim they made on a buildings insurance policy.

## **What happened**

Mr and Mrs B had an escape of water at their property and made a claim to Lloyds to repair the damage caused to several rooms.

Mr and Mrs B were unhappy with how the claim progressed and in particular had concerns about the way in which the bathroom was reinstated. They made several complaints to Lloyds about various different things which Lloyds responded to. A complaint about some of the issues has been previously considered by this service.

Mr and Mrs B asked this service to consider matters that happened after April 2022 and that are covered in final responses Lloyds issued in July and October 2022. They want to be reimbursed for costs they say that have incurred in putting right poor workmanship. And they also believe that Lloyds should uplift and refit the raised bathroom floor. They say cracked sealant has potentially allowed water to seep under the raised bathroom floor area and also, they don't think it was laid correctly in the first place as it moves when walked on and the grout is cracking in different places.

An investigator looked at the complaint and thought it should be upheld. He said he thought Lloyds should reimburse some of the costs Mr and Mrs B incurred totalling £675.41. But he didn't think Lloyds needed to take any further action in relation to the bathroom floor. Mr and Mrs B disagreed and thought all of the costs they had incurred privately, totally £1,185, should be reimbursed. They also said issues remained with the bathroom floor which they want looking into.

The case has been passed to me to decide.

## **My provisional findings**

I issued my provisional findings on 8 December 2023. I said I was intending to uphold the complaint for the following reasons:

*“I understand Mr and Mrs B have strong views about what has happened. I want to assure them I've read and considered carefully everything they've said. However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. But the purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mr and Mrs B, and by Lloyds, to reach what I think is a fair and reasonable decision based on the facts of the case.*

*I can see the reinstatement of the bathroom went on for quite a while and Mr B was actively involved in its progression. Lloyds have previously addressed concerns Mr and Mrs B have raised and these have been looked at under a different reference at this service. I won't be*

*reconsidering those matters, but I may refer to them in the context of answering the complaints that have been brought now. Where I think matters have already been decided upon and resolved, I will explain this.*

*My consideration concerns the matters covered in the two final responses issued by Lloyds in July and October 2022.*

*I understand that as part of the reinstatement the old sanitary ware and fittings were used. And this, in part, has contributed to some of the issues that have been experienced. They appear to have been in a reasonable state and were not themselves damaged as part of the water leak. As such, I don't think Lloyds acted unreasonably here by refitting them. Should Mr and Mrs B have wanted new fittings it would have been for them to contribute to the cost of them, they wouldn't have been an insured cost for Lloyds to cover.*

*For ease I will outline my thoughts using the subheadings below.*

*Radiator pipes, basin, pedestal and door*

*It was accepted these had been poorly installed and these matters were addressed under a previous complaint and compensated for. I won't be reconsidering these matters.*

*I understand some further matters later developed including a leak on the shower mixer, but I haven't seen sufficient evidence to show they are entirely directly attributable to poor workmanship. Rather due to the time that elapsed between the reinstatement and the issues developing it appears these can also be attributed to wear and tear of the fittings. Mr and Mrs B have also instructed works to be done privately in the meantime therefore it is now harder to conclusively determine what influence that has now had.*

*Extractor fan*

*There was a fault with the extractor fan, which was replaced, I think this was reasonable.*

*Loose tile in shower*

*There is reference to one tile debonding in the shower cubicle which was fixed. I haven't seen any issues raised about this tile since, so I don't think there is anything further to do here.*

*Sealant to shower fitting*

*Mr B has explained Lloyds misunderstood his complaint here and thought he was referring to the area around the shower fixing when he was actually referring to the floor. Overall, however it appears there was commentary about the quality of the sealant application in different areas.*

*Lloyds in any event offered a £50 contribution towards the cost of these areas being resealed which I think is reasonable.*

*Floor sealant in shower tray*

*Mr and Mrs B have provided images which shows the sealant split where the shower tray joins with the raised flooring of the rest of the bathroom. Since raising this with Lloyds Mr and Mrs B have paid someone to rectify this.*

*However, Mr and Mrs B are concerned that water has leaked under the raised flooring area*

*and other issues may now be present. Mr and Mrs B have suggested the floor should be taken up to make sure this hasn't happened. However, I don't think that is a proportionate action to take.*

*The area was resealed and therefore there is no ongoing leak. Given the time that has passed I do think if any issues had been caused, they would have presented themselves by now. I don't propose to direct Lloyds to do anything further here.*

#### *Tanking*

*Mr and Mrs B say the wet room should have been 'tanked' to mitigate any impact should there be any future leaks.*

*Lloyds has said there was no presence of tanking within the room previously and therefore to do this would be betterment. So, it is not something it was required to do as part of the insured works. However, it has recently said, and provided an image to show that its contractor did apply a damp-proof barrier/membrane ("DPM") to the screed under the shower tray area.*

*I'm persuaded that should there have been no tanking previously installed that Lloyds would not have been required to do this when reinstalling the bathroom. It appears it did however apply a DPM layer to the shower tray floor as good practice. So, I think it has acted reasonably here.*

#### *Height of floor in shower basin*

*Here it is reported that the height of the shower tray has been increased which has resulted in it not catching enough of the water hitting the floor.*

*This comment appears to have been made in support of the more general overview that the standard of workmanship has been poor rather than specifically that it needs rectifying. I haven't seen anything which suggests this in itself is detrimental to the operation of the shower area. And I note that Mr and Mrs B subsequently privately arranged for a plumber to regrout the area and apply a waterproof coating to the tiles.*

*I don't propose that Lloyds need to do anything further here.*

#### *Raised floor movement – cracking tiles*

*This appears to be the main item left in dispute.*

*Mr and Mrs B say the floor hasn't been installed correctly. The grout in the tiles is now cracking and the floor flexes when it is walked on. They have provided photos of tiles with cracked grout and the report they provided from a plumber says, "Floor appeared to flex under normal load".*

*Lloyds has said this was raised by Mr B when the bathroom was being inspected, he couldn't at that time point to any areas that were cracked, and its contractor didn't think there was any undue movement in the flooring. It explained the floor was replaced in the same way it was removed, using the same technique, so any issue Mr and Mrs B did experience would have been present previously and inherent to this floor design.*

*I've looked at photos that were taken before the bathroom was stripped out and they do appear to show that there were issues with the grouting present previously. Which appears to support Lloyds' stance about the way in which the floor is constructed.*

*While Mr and Mrs B have provided some evidence to show cracked grout and a suggestion of flex in the floor, I'm not persuaded that they have provided sufficient evidence to prove on the balance of probability that the issues they are experiencing are down to poor workmanship or an error by Lloyds.*

*I appreciate that to prove this would require the floor to be uplifted but I don't think it's a proportionate action to require Lloyds to do this to prove it was done correctly. Rather it would be for Mr and Mrs B to prove the contrary.*

#### *Putting things right*

*The investigator recommended that Lloyds meet the costs Mr and Mrs B incurred for rectifying issues in relation to installing a new shower mixer and pipework, regrouting and resealing the shower tray area as well as applying a waterproofing treatment to the tiles and a site visit.*

*I appreciate that Lloyds agreed to pay these in an attempt to informally resolve the complaint however, this wasn't accepted by Mr and Mrs B. I have been asked to review matters and having done so, I don't think this is an appropriate way to put things right*

*I don't think Lloyds should be required to pay for the installation of a new shower mixer, as explained above I think it acted reasonably in reusing old fittings. I'm also not persuaded that the leak on the shower fitting which happened later, was directly attributable to the insured works that took place.*

*There do appear to have been some defects to the sealant which Lloyds offered £50 for. Mr and Mrs B provided some evidence from when the shower tray was regrouted, from the contractor working on their behalf, suggesting it should have been laid thicker originally. Mr and Mrs B chose to have the area regrouted, but I'm not entirely persuaded they have shown that the work done on behalf of Lloyds impacted how the bathroom was intended to function. Rather it more appears it was their choice to undertake this work as a reassurance piece, as they had lost faith in what had been done. However, in saying all of that, as Lloyds has agreed to cover this cost (£358.41), I think it's reasonable for it to do so now.*

*I don't think Lloyds should pay for the cost of a site visit quoted at £100, given there is no detail of the purpose of that site visit.*

*However, I do think Mr and Mrs B needed to obtain a report which detailed the outstanding issues as they saw them and which needed to be reviewed. So, I do think Lloyds should reimburse them the cost of that report which is quoted as being £300.*

*Having reviewed everything, I uphold this complaint. To put things right, I think Lloyds should reimburse Mr and Mrs B a total of £658.41 plus interest at 8% simple per annum from the date the invoices were paid to the date of settlement.*

*Lloyds has previously awarded compensation to Mr and Mrs B for how the claim progressed. And, having reviewed everything, I don't think I need to make an additional award here"*

#### **Responses to my provisional findings**

Lloyds has said that subject to being provided with suitable evidence of costs incurred by Mr and Mrs B it is prepared to accept my recommendations.

Mr and Mrs B said they were disappointed with my provisional findings. They do not believe the work has been done to a satisfactory standard at all. They asked what they should do in

the future if further evidence becomes available of poor workmanship.

### **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 see no reason to depart from my provisional findings or conclusions.

I think Lloyds has made a reasonable request for evidence of the transactions made so Mr and Mrs B should provide this to Lloyds before it makes the payments identified.

I appreciate Mr and Mrs B are disappointed with my findings. Should any further evidence become available in the future then they would need to make Lloyds aware of this in the first instance. If they are then unhappy with Lloyds' consideration of that evidence, they would be entitled to complain and bring a new complaint to this service should they wish to.

It is my decision that this complaint should be upheld.

### **Putting things right**

Subject to receiving suitable evidence of previous payment of the items listed in my decision above, Lloyds should reimburse Mr and Mrs B a total of £658.41 plus interest at 8% simple per annum from the date the invoices were paid to the date of settlement.

### **My final decision**

My final decision is that I uphold Mr and Mrs B's complaint against Lloyds Bank General Insurance Limited. I direct it to put things right as I have set out in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 2 February 2024.

Alison Gore  
**Ombudsman**