

The complaint

Mrs H complains about the way Lloyds Bank General Insurance Limited has dealt with a claim she made under her home insurance policy.

Reference to Lloyds includes its agents and representatives.

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'll summarise the main points about this dispute:

- In September 2022, Mrs H got in touch with Lloyds about damage caused by a leak from her neighbour's property.
- Lloyds accepted the claim and, after the leak had been resolved, agreed to put the damage right.
- Lloyds arranged to dry, strip out, and repair the damage. I understand this was completed in March 2023.
- Mrs H has complained about a number of aspects to do with the way Lloyds handled the claim. And Lloyds has written a number of final responses. To keep things simple, I'll deal with each outstanding issue in turn.

Delays and workmanship

- The claim has taken longer than I'd usually expect to see given the nature and extent of the damage. Whilst there was an initial delay outside of Lloyds' control waiting for the neighbour's leak to be resolved, Lloyds was slow to progress the work after that.
- When work did begin, Lloyds' contractors were working sporadically, so it was taking longer to complete repairs than it should have done. And they caused other problems, such as leaving debris, uneven flooring and causing damage. All this added unnecessarily to Mrs H's distress and inconvenience.
- Had Lloyds dealt with the claim promptly and fairly, I think it's likely the work would have been completed prior to Christmas 2022. Instead, Mrs H had to live in unpleasant conditions for much longer than that and suffer the frustration of the problems noted above.
- Lloyds has accepted it caused delays and its workmanship was poor. It's offered £550 compensation for that. I'm satisfied that's fair in the circumstances.

Repair guarantee

- Mrs H has asked about a guarantee for the contractor's workmanship. Lloyds says it contractor guarantees its work for two years, although it doesn't provide it in writing.
- Nonetheless, Lloyds is responsible for the claim and the contractor it appointed. I would expect it to ensure that any work carried out by its contractor is lasting and effective – regardless of any guarantee the contractor may provide.
- So if Mrs H is concerned with the standard of repairs in the future, she's entitled to get in touch with Lloyds about it. I'd expect it consider what she says. And if it's found the contractor's workmanship wasn't lasting and effective, to put it right.

Outstanding matters

- Mrs H has asked Lloyds to reimburse her the cost for a new lounge carpet, £800, and for tanking, £500. And to consider a recovery against a third party for the leak.
- Lloyds accepts it's taken too long to commit to doing these things and has offered an additional £200 compensation for that delay. It's also agreed to consider these outstanding matters.
- I'm satisfied Lloyds' agreement to consider the matters and pay additional compensation is fair in the circumstances. If agreement can't be reached on these points to Mrs H's satisfaction, she's entitled to raise a new complaint.

Overall

- To put things right, Lloyds should pay a total of £750 compensation. If it's paid any of the amounts it offered previously, it only needs to pay the remainder.
- It should also consider the outstanding matters and let Mrs H know the outcome – if it hasn't done so already.

My final decision

I uphold this complaint.

I require Lloyds Bank General Insurance Limited to:

- Pay a total of £750 compensation.
- Consider the costs Mrs H incurred for a new lounge carpet and tanking.
- Consider making a recovery against a third party.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 14 September 2023.

James Neville
Ombudsman