

The complaint

Mr G is unhappy with Lloyds Bank General Insurance Limited (Lloyds) who didn't offer alternative accommodation with his home insurance claim.

Reference to Lloyds also includes its agents where applicable.

What happened

In October 2017, Mr G had a leak at his home. Whilst that leak was being repaired another leak happened. This new leak caused damage to some areas in his home. Whilst the repairs were being carried out Mr G lived at his home. Mr G complained that the repairs caused a lot of dust and he felt that his home was uninhabitable. There was also a period when Mr G says he had no heating.

Mr G asked Lloyds to provide alternative accommodation. Lloyds declined this saying that Mr G's home was habitable as he had cooking, toilet and bathroom facilities available to him.

Mr G was unhappy and brought his complaint to this service.

Our investigator said that it was reasonable for Lloyds to decline the alternative accommodation request. She recommended that Lloyds pay compensation of £100 for the loss of heating, which was upheld in part, due to the compensation

Mr G didn't agree with our investigator as he said his home wasn't habitable due to the dust caused by the builders and not by the original escape of water. So, Mr G asked for a decision from an ombudsman. Lloyds said that it would accept our investigator's view provided Mr G produced evidence in support of his energy use.

My provisional decision

I considered the complaint and I thought the complaint shouldn't be upheld. I issued a provisional decision on 3 July 2020 and asked both parties to send me anything else by 2 August 2020. In my provisional decision I said:

Alternative accommodation

I have read the terms and conditions of Mr G's policy and what Lloyds will consider when offering alternative accommodation. From the policy, Lloyds will only offer alternative accommodation when the home is deemed to be uninhabitable.

Unfortunately, there is no definition of what uninhabitable means in the policy, but generally we would look at whether there were kitchen, bathroom or toilet facilities available. Or the home had become uninhabitable due to health and safety concerns for the occupants.

Mr G said that he couldn't use the cooking facilities as his hob had been disconnected. He makes no mention of being without the use of bathroom or toilet facilities. I have seen photographs that Mr G has provided that shows the cooker was disconnected and covered in plastic. Mr G says that he was without this facility for at least a week.

Lloyds have said that at no time was Mr G without cooking facilities and the reason for the cooker being covered in plastic was to provide it with protection during the repairs. It also says that each evening the plastic was removed, and the cooker worked perfectly well. Additionally, Mr G has confirmed that the cooker and hob were electric. So, I think it is plausible that the cooker was able to be plugged in and was operational so that Mr G could prepare a meal.

Mr G has also raised the issue of dust and has said that a few his belongings required extra cleaning either via the dry cleaners or because he booked and paid for extra cleaning at his home.

Lloyds have said that given the nature of the repairs dust would be inevitable and I am inclined to agree. Mr G has provided photos of dust on his clothing. But he hasn't provided other supporting evidence, such as receipts, that could show the additional expenses he said he incurred.

Whilst I sympathise and can appreciate that the dust was difficult to live with, I'm not satisfied that it was so significant that it would have made his home inhabitable. Also, I haven't been provided with evidence that shows that the dust would've affected Mr G's health. And I can see from the evidence, that Lloyds did attempt to protect surfaces as best as possible.

So, I think that Lloyds did act reasonably in concluding that Mr G's home was habitable and were fair when it declined to offer alternative accommodation.

Heating

Mr G said that he was without heating for a few days when the temperature was cold. Our investigator recommended that Lloyds pay Mr G £100 for the trouble and inconvenience caused.

Lloyds said that there was heating at Mr G's home in the form of a wood burning stove. Although, Mr G hasn't confirmed whether he has a wood burning stove or not he has confirmed that he has an oil filled boiler system. Lloyds confirmed that it didn't touch the hot water either as this wasn't part of the repairs.

As to the heating, Lloyds admit to removing one radiator and replacing it the same day. It also admitted to removing the thermostat to plaster but denied touching the boiler at all. Mr G was asked to provide evidence from the boiler repair man as to why the boiler had stopped working. Unfortunately, Mr G couldn't provide this.

But what he did mention in his email to Lloyds in April 2019 was that: "the boiler had somehow been turned off completely and not at the switch in the kitchen." So, I think it is reasonable that the boiler was still working and just required turning back on.

Mr G also said that the thermostat wasn't working, and this controlled the heating. I have researched that thermostats control the temperature and allow the boiler to come on and off automatically. If a boiler doesn't have a thermostat this doesn't prevent the boiler working and producing heat. In the absence of expert evidence (for example from the boiler repair

man who attended) that could show otherwise, I am not satisfied that there wasn't any heating.

Lloyds has confirmed that had Mr G provided evidence of extra energy use it would've accepted the £100 compensation recommendation. But Mr G hasn't provided that evidence and Lloyds are entitled to rely upon its policy. So, I think, Lloyds acted reasonably when it declined to offer alternative accommodation and in the absence of additional supporting evidence, I don't think the £100 compensation should be offered.

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.

Responses to my provisional decision

As neither party has commented, my final decision is the same as my provisional decision and for the same reasons.

My final decision

My final decision is that I don't uphold the complaint, for the reasons given above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 22 September 2020.

Ayisha Savage
Ombudsman