

The complaint

Ms F complains that Lloyds Bank General Insurance Limited (Lloyds) handled her claim poorly after a leak damaged her kitchen floor, under her home buildings insurance policy.

What happened

In April 2022 a pipe beneath Ms F's kitchen floor leaked, causing damage to the wooden flooring. She contacted Lloyds, in May, to make a claim. She says Lloyds appointed several contractors to assess the damage. After a number of months, she was asked to source replacement flooring, as it was determined a repair of the existing flooring wasn't possible.

Ms F identified similar flooring from searching the internet. She sent this information to Lloyds, and it was going to order it on her behalf.

Ms F says the cost of the flooring had increased since she'd first looked at it in May 2022. As a result, Lloyds wanted to consider cheaper options. None were suitable, so it was eventually agreed to use the supplier Ms F had identified. This was in late November. Due to the lead time to order the flooring, and to avoid disruption to her kitchen over Christmas and the winter, Ms F asked that work be delayed until March 2023.

When the work commenced Ms F noticed the flooring was different to what she thought she'd ordered. It had a bevelled edge as opposed to the square edge of her existing flooring. She identified the supplier had included an incorrect photo with the online advert. Ms F says she based her choice of flooring partly on the photo the supplier had used. This looked like the existing flooring from her kitchen, which is why she chose it.

Ms F wanted the newly installed flooring to be removed and replaced on a like-for-like basis with her previous flooring. She also raised concerns with the temporary kitchen pod Lloyds provided, whilst the repairs were underway. She says this shorted out when more than one appliance was used. And that it wasn't a suitable alternative to her kitchen for any length of time. In addition, she'd had to arrange and pay for parking permits for Lloyds's contractors to use. She says she wasn't advised of this in advance.

In its final complaint response dated 13 April 2023, Lloyds said the supplier wouldn't agree to replace the flooring. It says its contractor is expected to assess whether the materials used are like-for-like in terms of quality. But it isn't expected to challenge a customer's choice based on the type of edging. It says customers sometimes want something different to the materials previously in place. It says it won't dispute this as long as there isn't an element of betterment in the choice of materials selected.

Lloyds says the flooring is fit for purpose and represents a reasonable replacement under Ms F's policy.

In its complaint response Lloyds offered to review the kitchen pod facility Ms F was supplied with (repairs were ongoing at this point) to see if other options were available. It also offered £75 for the confusion regarding parking permits.

Ms F didn't think this was fair and referred her complaint to our service. Our investigator didn't uphold her complaint. She says Lloyds isn't responsible for replacing the flooring as it isn't responsible for the error with the choice of materials. She says Lloyds had agreed to refund the parking permit costs, which is fair. She acknowledged Lloyds offer of £75 compensation and considered this a fair resolution to Ms F's complaint.

Ms F disagreed and asked for an ombudsman to consider her complaint. It's been passed to me to decide.

I issued a provisional decision in September 2023 explaining that I was intending to partially uphold Ms F's complaint. Here's what I said:

provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The Financial Conduct Authority (FCA) DISP rules state that our service can't look at a complaint unless the business has first had the opportunity to respond. This means I can consider the issues raised by Ms F up to the date of Lloyds's final complaint response on 13 April 2023.

I understand that issues regarding her claim have continued beyond this date. These issues will need to be subject to a separate complaint. If Ms F isn't satisfied with Lloyds's response, she can refer the matter to our service at this point.

Having considered the evidence my intention is to uphold Ms F's complaint in part. Let me explain.

Flooring

The crux of Ms F's complaint is that Lloyds's contractor has replaced the damaged floor with a different type of flooring. I've looked at the photos of the new floor. There is a groove where the sections of flooring join. Ms F refers to a 'bevelled' finish. I can see the original flooring didn't have this groove. The flooring abutted squarely without any gaps. Ms F says the new flooring isn't suitable for a kitchen. The grooves will allow spills to enter into the wood, potentially causing it to warp. She says it's also much harder to clean.

I can understand why Ms F doesn't want the new flooring for the reasons she's given. However, I can see from the claim records that Lloyds's contractor felt the flooring was fit for purpose and of a similar quality to that Ms F previously had in place. The records show Lloyds's contractor contacted the supplier, but it wouldn't agree to replace the flooring.

It's clear from the information Ms F provided that the supplier made a mistake. It used the wrong photo on the webpage advertising the flooring Ms F chose. This shows the flooring has a square edge, whereas it actually has a bevelled edge.

I acknowledge Ms F's comments that although she chose the flooring and provided the link – she did so based on the colour and photo on the webpage. She says no-one contacted her to check that the flooring was correct.

I can understand Ms F's frustration. She chose a product that appeared to be correct based on the photo provided. She's now left with flooring she didn't want and doesn't consider appropriate. I've thought about whether Lloyds's or its contractor should've contacted Ms F to check whether the flooring was correct before fitting it. But I don't think there was reason

for it to do this.

Lloyds's terms and conditions say it will provide new replacement items that are like-for-like. It says it will try for an exact match but if it can't find an exact match, it'll replace with the nearest equivalent.

I can see that Lloyd's contractor confirmed the flooring was of a like-for-like quality. There were some initial queries as the cost of the flooring had increased significantly in recent months. Ms F was asked to consider cheaper options. However, the flooring was eventually accepted to be of a similar quality to that of Ms F's damaged flooring.

I think Lloyds makes a reasonable argument that it wouldn't be expected to query whether the flooring was still suitable because it had a bevelled edge. It says customers sometimes choose different materials from those being replaced. I don't think this is an unreasonable approach. Ms F was able to choose the flooring she wanted. Lloyds would only question this if there was an element of betterment.

It's clear Ms F provided the link to the flooring she wanted. Lloyds then ordered it and arranged for it to be installed. In these circumstances, although Ms F's situation is unfortunate, I don't think Lloyds did anything wrong. So, I don't think it should be responsible for the cost of replacing the flooring.

I've thought about the time taken to progress Ms F's claim. I can see Lloyds wanted to initially see if the damaged flooring could be repaired. I note Ms F's comments that it was clear to her that the warped wood couldn't be repaired to a good standard. However, I don't think it was unreasonable for Lloyds to first assess if this was possible.

That said, it wasn't until the end of September 2022 that an assessor decided a repair wasn't possible. The claim was registered in May. This means it took five months to make this decision. I've not seen a reasonable explanation as to why this took so long. I can see Ms F refused to allow a contractor to attempt a repair in August 2022. She says she'd already explained to Lloyds that an assessment would be okay to see if a repair was possible. But she didn't agree for a repair to be attempted, without having an assessment first and being able to consider the options.

There were further delays whilst Lloyds asked for cheaper alternatives to be considered. And whilst it was determined if the kitchen would need to be removed to replace the flooring, and how this would happen. Eventually it was agreed the alternative flooring options weren't suitable, and Ms F's choice was accepted.

Ms F's kitchen was still usable during this period. However, progress of her claim was very slow. I can see that Ms F was in regular contact with Lloyds during this period. We expect Lloyds to handle claims effectively, avoiding unnecessary delays. In this case I think progress should've been quicker. This has inconvenienced Ms F unnecessarily. In these circumstances it should pay her compensation to acknowledge the impact this had.

Kitchen pod

Ms F says the kitchen pod provided whilst works were underway was very limited. She has a gas hob, so her pans weren't compatible with the pod's induction hob. The pod only came with two pans and a kettle. She says the pod door handle was broken. Ms F also describes how the electrics would trip if she used more than one appliance. For example, this prevented her using the washing machine and dishwasher at the same time. Ms F says it also meant paying for electricity to heat the pod, which was situated on her garden patio.

Some level of disruption and inconvenience is inevitable in these circumstances. As discussed, Lloyds is expected to handle claims effectively to avoid unnecessary delays and disruption. It's reasonable that it provided a kitchen pod whilst the repair works were underway. This allowed Ms F to continue living in her home and have some kitchen facilities. I don't doubt that the facilities were inferior to the use of her full kitchen. But I don't think the provision of a kitchen pod was unreasonable. I understand the repairs were expected to take just over two weeks. I think a kitchen pod was a reasonable solution for this period.

That said I'd expect the pod to be in full working order. And that energy costs would be paid as part of the claim. I can see that Ms F raised the concerns she had with Lloyds. In its complaint response it offered to review the kitchen pod facility. I think this was reasonable. But Ms F was left dealing with these issues for a period whilst her kitchen couldn't be used. I think it's fair that Lloyds provides a compensation payment for the inconvenience this caused.

Parking

The claim records indicate Lloyds has paid Ms F back for the parking permits she arranged. I can see it also offered her £75 compensation, which she refused.

It's not reasonable that Ms F had to arrange and then pay for the contractor's parking. This was part of the cost involved in the claim. It's appropriate that Lloyds repaid these fees and offered compensation. I think £75 was fair, which should now be paid to Ms F.

In summary I don't think Lloyds treated Ms F fairly given the delays and contact required on her part to progress the claim. There were issues with the kitchen pod, which caused her inconvenience. Lloyds also treated Ms F unfairly when failing to arrange and pay for its contractor's parking. To acknowledge these issues, it should pay Ms F £275 in addition to the £75 compensation it originally offered. However, I don't think Lloyds behaved unreasonably when it declined to replace the flooring it had fitted, for the reasons it gave.

I said I was intending to uphold this complaint in part and Lloyds should pay Ms F £275 compensation.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Lloyds responded to say it accepted my provisional decision.

Ms F didn't provide any further comments or information for me to consider.

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.

As neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that Lloyds Bank General Insurance Plc should:

- pay Ms F £275 in addition to the £75 it originally offered for the inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 20 November 2023.

Mike Waldron
Ombudsman