

The complaint

Ms F has complained about the standard of work carried out by Lloyds Bank General Insurance Limited ('Lloyds') under her home insurance policy following water damage. For the avoidance of doubt, the term 'Lloyds' includes its contractors, agents and representatives for the purposes of this decision letter.

What happened

Unfortunately, the wooden flooring in Ms F's kitchen was damaged in 2022 following a water leak from a pipe. The flooring therefore needed to be replaced. Ms F made complaint about provision of the wrong flooring and that particular claim was settled. The current complaint is about an outstanding issue with the door bar threshold, as well as some of the floorboards which Ms F says will need to be repaired or replaced.

Ms F was also unhappy about the service provided by Lloyds and its lack of response. She said that the whole issue had caused considerable stress. Lloyds considered that it had responded in a fair and reasonable manner to its service failures, and it maintained its stance. In the circumstances, Ms F referred her complaint to this service.

The service's investigator didn't uphold Ms F's complaint. He also explained that any delays following the final response letter of August 2023 would need to be raised as a new complaint with Lloyds, so wouldn't be considered as part of the current complaint. He considered that Lloyds had accepted certain failings and responded accordingly. He also considered that Ms F had been returned to the position she'd been in prior to the flood.

Ms F remains unhappy about the outcome of her complaint. The matter has therefore been referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to consider is whether, following the outcome of Ms F's previous complaint, Lloyds acted in a fair and reasonable manner in handling Ms F's on-going complaint regarding certain floorboards and the door bar threshold. I consider that overall, Lloyds did act fairly and reasonably, and I'll explain the reasons for my decision. In reaching my conclusion, I've also considered the submissions of the parties as summarised below.

I turn firstly to what Ms F's submissions. She explained that Lloyds' contractors had been unable, *'to make a door bar to fit the threshold and wanted to put a step instead of the ramp we originally had with the original floor'*. She said her partner had arranged for a bar to be made for Lloyds to fit, however the contractor couldn't get the ramp to fit properly, *'so the boards were sitting proud of the ramp and not straight'*. Ms F said that the claims assessor agreed that this was the case. Nevertheless, when the contractor returned to remedy the issue, she felt he didn't do an adequate job and he'd agreed that replacement of the boards

was the optimum solution. She said that nails were then visible, and a black line appeared on the board. It also creaked when walked on. She felt the threshold had been ruined.

Ms F said that the agent who attended to carry out an independent assessment in June 2023 agreed that the repair was sub-standard and that the black line left by the planing and varnishing was unsightly. He also agreed that the boards were sitting proud. Lloyds agreed that the agent stated that the ramp and boards should be replaced and said it would contact the contractors to instruct them to carry out the repairs.

Ms F then didn't hear from Lloyds for a fortnight so chased the matter. A representative said that the contractor would be in touch the following week with a solution, and to re-make the ramp. There were then further delays until Ms F was informed that the contractor challenged the independent assessment, but she said that this was based on incorrect information. She felt that the contractor incorrectly stated that the old door-bar had been used which was a different wood and colour. She said that the agent then, *'completely reneged on his own report and agreed...that the repair was suitable'*.

Ms F was left feeling let down and dissatisfied and felt that Lloyds had taken no responsibility for the poor workmanship or communication issues. Ms F made it clear that the complaint wasn't about financial compensation but was about having work completed to a satisfactory standard.

I now turn to what Lloyds has said about the matter. It offered £200 in compensation to Ms F as it acknowledged that the service had been poor in certain respects. It agreed that there had been a delay in progressing Ms F's claim and that she'd had to chase Lloyds. It made it clear that the agent who carried out the independent assessment now felt that the works were satisfactory. He'd sent his detailed findings to the contractor to give it the chance to review the findings and provide a response. The agent then concluded that the contractor had provided a reasonable response, and agreed that it wouldn't be required to return to complete any reworks.

Lloyds acknowledged that the independent assessor had initially agreed with Ms F that the works were sub-standard. It also acknowledged that the change in decision will have caused distress for Ms F. It considered that the assessor shouldn't have agreed anything until he could obtain information from both sides before making any final decision. In summary, it considered that the floor was laid within accepted tolerances and to a satisfactory standard.

Having considered all of the above, I would firstly state that I have a considerable amount of sympathy for what Ms F has been through. In addition to the original flooding incident which will have caused considerable distress and inconvenience, the claims and remedial process has also clearly been long and drawn-out, and this will no doubt have added to the inconvenience which Ms F has experienced.

I consider that it's most unfortunate that the agent who carried out the independent assessment into Ms F's concerns changed his view as to whether the contractors were required to remedy items of work. Before providing a comprehensive and fully considered independent report, it would be expected that both parties would provide their views and information for the purposes of an assessment, before any final judgment was reached.

I can therefore understand why Ms F therefore felt let down by Lloyds when it reneged on what Ms F considered to have been an assurance that the contractor would return to remedy certain aspects of its work. It had raised her expectations by the comments made, not only by the independent assessor, but also by the claims assessor and also Lloyds' representatives. Ms F was led to believe that, what she considered to be sub-standard work issues, would be resolved to her satisfaction.

Nevertheless, this service will usually find the final conclusions of independent experts to be persuasive in the absence of any expert evidence to the contrary. In this case, the independent assessment remains the key piece of evidence despite the change of heart. I've carefully considered all the photographic evidence provided by the parties in connection with this case, and unfortunately for Ms F, I can't say that this evidence discredits the agent's eventual conclusion that the work was within acceptable tolerances of workmanship and had been carried out to a satisfactory standard.

The agent appears to have reached this conclusion, having been made aware of the original, pre-flood, appearance and construction of the boards and threshold. He'd noted that the contractor had compared its works with the position prior to the flood and used photographs for this purpose. As to the new door-bar not being flush, it considered that the door-bar hadn't been level before the works and that the works were therefore sufficiently in line with what the property was like previously.

I've noted that the contractor said that it had refitted the existing door bar, but omitting to mention the re-fitting of the door-bar which Ms F had sourced. It also couldn't understand the issue as to the black stain and said that, at the time, the customer was very happy with the work. As the agent had himself carried out a personal inspection of the threshold however, I consider that on the balance of probabilities, his change of view was based upon his own observations as well as the pre-loss photographs, despite these two apparent omissions by the contractor.

In summary, I consider that Lloyds has been candid in accepting that the agent's change of view was regrettable. It also readily acknowledged delays and communication issues. I agree that Lloyds' communication had been poor, and well below the standard which we would expect to see. Overall, however, for this type of error and disappointment caused by it, I consider that its offer of £200 in compensation was a fair response to Ms F's complaint and is in line with our service's guidelines.

I appreciate that this will come as a great disappointment to Ms F, however having carefully considered all the evidence, I can't say that Lloyds has responded to Ms F's complaint in an unfair or unreasonable manner. I therefore don't require Lloyds to do anything else in response to this particular complaint.

My final decision

For the reasons given above, I don't uphold Ms F's complaint and I don't require Lloyds Bank General Insurance Limited to do any more in response to her complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 27 June 2024.

Claire Jones
Ombudsman