

The complaint

Mr W complains Society of Lloyd's has unfairly refused to reimburse him the cost of an expert report.

Mr W's been represented for the complaint. For simplicity I've referred to the representative's actions as being Mr W's own.

What happened

Mr W bought a newbuild flat in a block. A building warranty came with it. The policy was provided by a syndicate at Society of Lloyd's. For ease, I will refer to the syndicate and Society of Lloyds simply as 'Lloyd's'.

Over the years there has been problems with the block. There has been claims against the policy and disputes. Mr W has made various claims and complaints to Lloyd's. This Service has considered some of those complaints previously. Different Ombudsmen have issued final decisions. The subjects considered included Mr W's dissatisfaction with declined claims. Those complaints weren't upheld.

In 2023, to support his claims, Mr W provided Lloyd's with a building defects report - dated November 2022. In January 2023 Lloyds responded. It was of the opinion the report didn't provide any evidence of damage to Mr W's property within the policy's 'structural Insurance' period. It didn't agree to any repairs or to do anything else for Mr W.

Unsatisfied, Mr W returned to this Service. He considers the November 2022 report to be evidence in support of his claims. In addition, he's said it was jointly commissioned by Lloyd's as part of a dispute resolution process covered by his policy. He said Lloyd's is required to comply with the resolution process outcome and the report's findings. He said Lloyd's agreed to, and should, share the report's cost.

Lloyd's has refused to reimburse Mr W any of the cost, as it hasn't changed the outcome of his claim or complaint. It doesn't accept it agreed to the cost or that the report was provided as part of a resolution service it was party to.

Our Investigator said the decline of Mr W's claims had already been considered by this Service. She said where a subject matter has already been considered our rules allow us to dismiss the complaint without consideration of its merits - unless there's new evidence which would likely affect the outcome. The Investigator found the November 2022 report unlikely to affect the outcome. So she decided not to revisit Mr W's concerns about Lloyd's decline of his claims.

However, the Investigator considered Mr W's points about the report being jointly commissioned as part of a dispute resolution process and the request that Lloyd's reimburse him a share of the cost. She considered those to be complaint points not previously looked at by this Service. She didn't uphold any of the points she considered. As Mr W didn't accept the Investigator's assessment the complaint was passed to me to decide.

I agreed with the Investigator that it wouldn't be appropriate to consider the merits of Mr W's complaint about Lloyd's decline of his claims. I've issued a separate dismissal decision to explain my position on that matter. This decision focuses only on the merits of his complaint about the cost of the November 2022 report and his claims about the dispute resolution service.

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 this is an informal service I'm not going to respond here to every point or piece of evidence Mr W and Lloyd's have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

I'm not persuaded the report was most likely commissioned as part of a resolution process. The report makes no reference to an adjudication process, nor to any parties being bound by it. It doesn't read like a report intended to decide on, or make a recommended outcome to, a disputed issue.

The report does reference Mr W's policy. But it makes no reference to his claims and little direct reference to damage to his property. The report also states that it was prepared on behalf of Mr W. It doesn't refer to it being prepared on behalf of an adjudication service or jointly on behalf of Lloyd's.

Mr W provided an application form for a surveyor dispute resolution service. Neither does that persuade me the report was jointly commissioned. That application was completed by Mr W. It states the application is unilateral, rather than joint.

Mr W's warranty terms do refer to costs for independent experts or arbitration. But that appears to be in reference to the 'conciliation service' provided to resolve disputes between the policyholder and developer - not disputes between a policyholder and Lloyd's. It also sets out that the parties, policyholder and developer, will bear the costs.

I might expect Lloyd's to contribute toward the cost of the report if had an impact on the outcome of Mr W's claim(s). It hasn't done that. I haven't seen anything to persuade me Lloyd's agreed to, in these circumstances, share the cost of the report. And as I've set out, I'm not persuaded it was jointly commissioned, as part of a resolution service or otherwise. So I can't say Lloyd's refusal to reimburse any cost of the report is unfair or unreasonable.

My final decision

For the reasons given above, I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 3 March 2025.

Daniel Martin
Ombudsman