

The complaint

Mr and Mrs M complain about Lloyds Bank General Insurance Limited's ("Lloyds") handling of their claim for a damaged patio door following a burglary, under their home buildings insurance policy.

I'll refer to Mr M in my decision for ease.

What happened

Mr M's patio doors were damaged during a burglary. He contacted Lloyds to make a claim, which it accepted. He says the business arranged for the damage to be assessed. It then proposed to carry out repairs to the doors. Mr M didn't think the proposed repairs would renew the doors to their pre-loss condition. He says Lloyds's contractors referred to plastic doors when in fact they are made from timber.

Mr M says that following a storm it became apparent the doors had been twisted during the burglary and were no longer watertight. Because Lloyds didn't agree to a replacement he arranged for them to be replaced.

Lloyds sent Mr M two complaint response letters. In the first dated in March 2024, it apologised that he had to chase to progress his claim and for a delay in it being registered. It paid Mr M £100 compensation for these issues. In its later August response Lloyds says it had settled Mr M's claim by offering a repair in line with its policy terms. As he didn't agree to its contractor carrying out the work it paid him what it would've paid for the repairs.

Mr M didn't think Lloyds had treated him fairly and referred the matter to our service. Our investigator didn't uphold his complaint. He says Lloyds can arrange a repair, where this is possible, under its policy terms and conditions. He thought it was fair that the company paid compensation for the issues with its claim handling. But he didn't think it had done anything wrong when it settled Mr M's claim for what it would pay its contractor for the repairs.

Mr M didn't agree with our investigator's findings and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

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.

Having done so I'm not upholding Mr M's complaint. I understand this will come as a disappointment. But I'll explain why I think my decision is fair.

Lloyds's policy terms say:

"If we accept your claim, there are a few ways we can look to put things right.

- *We'll try to repair the damage.*
- *If we can't repair, we'll try to replace.*
- *We may pay a cash settlement instead."*

And:

"Where we use suppliers, we might get discounts. We will use their cost to us when settling claims. What we mean is, we won't pay more than it would cost us to repair, replace an item or rebuild any part of your home."

I've read the letter Lloyds received from its contractor after it inspected Mr M's damaged patio doors. It says the doors have been "*jemmied open*" resulting in repairable cosmetic damage. The contractor says the door bolts weren't fitted correctly, which allowed the burglars to gain entry.

Based on this information Lloyds contractor confirmed a repair was possible. This was offered to Mr M in-line with his policy terms.

I understand that when Lloyds's contractor called Mr M he asked it what the repairs would entail. It was during this call he says the contractor referred to the doors as plastic. In his subsequent email to Lloyds, dated 19 March 2024, Mr M expressed his concern that the repairs could be completed for the amount its contractor had quoted. He says he expects the doors to be primed, undercoated, and to receive two topcoats of paint. He says he doesn't accept 'bodge jobs' that involve 'touching up' as the contractor seems to be suggesting.

I can see from the claim notes that Lloyds spoke to its contractor after receiving Mr M's email. The records show the contractor had noted the door frames as timber. The contractor says it told Mr M it would only need to repair the damaged area not the full door. It confirmed it was comfortable with this approach, and that the doors would be returned to their pre-loss condition.

Based on this evidence Lloyds's contractor was confident it could carry out an effective repair. Mr M disagrees. But I'm not persuaded that he's shown an effective repair wasn't possible or that it wouldn't have been completed. Mr M's policy terms allow Lloyds to make a cash payment to settle his claim. This is what happened here. It paid him what it would have paid its contractor to complete the repairs. Mr M didn't agree to Lloyds completing the repairs. So, a cash settlement was a reasonable alternative.

I don't have a recording of the call Mr M had with Lloyds's contractor. So, I can't verify what was said. However, I have no reason to disbelieve Mr M's recollection. It appears the agent speaking on the phone made a mistake when referring to plastic doors. The contractor later confirmed it knew the doors were timber. I can't see that this impacted on the claim. This was a cause of concern for Mr M. But I think Lloyds has done enough to put this right by paying him £100 compensation for its poor service.

I acknowledge what Mr M says about a storm that allowed rainwater to penetrate through his patio doors. He says this wasn't apparent to Lloyds's contractor at its inspection. This only became apparent after the storm. However, the patio doors were still in a damaged state when this happened. I understand Mr M's concern. But, again, I don't think he's shown that Lloyds's contractor will have been unable to complete an effective repair.

Having considered all of this I don't think Lloyds treated Mr M unfairly when it relied on its policy terms and offered a repair, followed by a cash payment, in settlement of his claim. There was an issue registering Mr M's online claim and he had to chase progress. But I think Lloyds has done enough to put this right by paying him £100 compensation. So, I can't fairly

ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 9 February 2025.

Mike Waldron
Ombudsman