

## **The complaint**

Miss K has complained about how Lloyds Bank General Insurance Limited (Lloyds) dealt with claim under her home insurance policy.

References to Lloyds include contractors acting on its behalf.

## **What happened**

Miss K contacted Lloyds to make a claim for an escape of water that caused damage to her home. Lloyds accepted the claim and appointed contractors to carry out drying and repairs.

Miss K later complained to Lloyds. She said the contractors had carried out repair works, including removing ceilings, without covering or protecting any of her possessions. Items had also been stored in parts of her property that she hadn't agreed to be used by the contractors. She was also concerned by the standard of some of the repairs and that the contractor had caused further damage.

When Lloyds replied, it said that during the repairs it had arranged alternative accommodation and a food allowance for Miss K to minimise any disruption. It apologised for the lack of care when storing Miss K's belongings, but had arranged a deep clean to resolve this. It was also disappointed that some of the repairs required further attention. The contractor had addressed the majority of these and a cash settlement was also offered for the cornices. It was also still reviewing the kitchen worktops, which it agreed had been fitted differently to how they had been originally. The contractor had also returned to deal with a leak. However, there was nothing to show this had caused an electrical fault. The contractor had removed adhesive from the outhouse floor, but Lloyds didn't accept that the contractor had caused permanent damage to that floor. A kitchen cupboard had been replaced with the most suitable match available. Lloyds offered £700 compensation for the issues identified during the claim.

When Miss K complained to this Service, our Investigator didn't uphold it. She said Lloyds had fairly dealt with the complaint. The records indicated that there had been delays in Miss K making material choices. She had also been provided with alternative accommodation. Lloyds had accepted there had been a lack of care to protect Miss K's possessions. Professional cleaners were appointed to deal with this. Following concerns about the quality of some of the repairs, the contractor agreed to pay a cash settlement for a damaged worktop, cornices and to repair cracks in the ceiling. However, there wasn't evidence to show the contractors were responsible for an issue Miss K reported with the electrics, a gap in the laminate flooring or a chip to the outhouse floor. The replacement kitchen cupboard was also provided in line with the terms and conditions of the policy. She said the £700 compensation Lloyds offered was reasonable for the issues identified during the claim.

As Miss K disagreed, the complaint was referred to me.

## **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 don't uphold this complaint. I will explain why.

I'm aware Miss K's home was damaged extensively by an escape of water. It's my understanding that significant repairs were required. Miss K raised a number of concerns about how the claim was dealt with, including the works carried out by the contractors Lloyds appointed and how they treated her home. So, I've looked at what happened.

Lloyds accepted that the contractors sometimes showed a lack of care in how they dealt with Miss K's home. This included that they didn't cover over Miss K's personal possessions that had been left in the property, which meant they were covered in dust from the works. Miss K was also concerned that the contractors stored items in various parts of her home without her agreement. I've seen emails between the contractor and Miss K where the contractor explained that they tried to progress work as much as possible while waiting for material choices. This included continuing the strip out element, which then meant those items needed to be stored.

It's my understanding that for some of the claim, the contractors were dealing with Miss K's mother. The contractors said they had discussed with Miss K's mother that material choices were needed and that she needed to arrange to move some items from the lounge so items from the bathroom and kitchen could be stored there. The lounge was due to have works carried out on it and would be the last area to be completed. The items from the bathroom and kitchen were due to be refitted before the lounge works started, which included a new floor and decoration. From what I've seen, the contractors discussed the arrangements with Miss K's mother. However, I can understand Miss K would want her home and her possessions to be treated with respect. I think Lloyds arranging a deep clean was reasonable in response to the concerns she raised.

The contractor also said there was a delay in carrying out the work because Miss K didn't provide her material choices. Miss K has said she wasn't asked for material choices. She said that because the policy said repairs would be carried out on a like for like basis, she also thought the contractor would choose the items. Looking at the records, the contractor noted they had spoken to Miss K's mother about the material choices. I can also see an email to Miss K that explained they had spoken to her mother about this and that the material choices were still required. So, based on what I've seen, I think the evidence shows that the contractors explained what was needed to continue to progress the claim.

Lloyds arranged alternative accommodation for Miss K for some of the claim. However, Miss K was concerned that her adult son had to live at the property during the work. Looking at the records, Lloyds seemed to be unaware that Miss K's son was at the property. When Lloyds became aware, it reviewed the arrangements, including looking at whether a food allowance could be paid for the period when there was no working cooker at the property. Lloyds also reviewed the alternative accommodation arrangements more widely, including to allow more time for the property to be cleaned up following the works. Based on what I've seen, I think Lloyds acted fairly in the circumstances.

Miss K was also concerned about the works carried out. Following the completion of the work, Miss K contacted the contractor to say an outlet pipe was leaking and had damaged a ceiling. The contractor visited, but couldn't find the source of the leak. However, the contractor refitted the waste pipe to stop further leaks. It also offered £207.80 for replacement cornices. It later offered £309.74 for repairs to cracks in the ceiling and £315 for a damaged worktop. It's my understanding that Miss K accepted the cash settlements offered for these three items, so I won't comment on them further.

There were three other issues that remained unresolved. These were an electrical fault, an issue with some laminate flooring and damage to the outhouse flooring. For the electrics, when Lloyds replied to the complaint, it said the contractors hadn't found anything to suggest the electrics had been affected. It said Miss K hadn't raised this at the time and she had confirmed there hadn't been any issues since. So, based on what I've seen, I think don't Lloyds needed to do anything further.

Miss K was also concerned that there was a gap between the laminate floor and the skirting board. The contractor explained it hadn't carried out any works to the sub floor that could have led to levelling issues. However, it offered to fit a door divider between the living room and hall to level the floors. It's my understanding that Miss K wasn't sure whether to accept this as a solution, but said this didn't solve the problem with the living room floor and skirting. The contractor provided Lloyds with photos that had been taken of the floor during their initial visit. This showed there was already a gap. So, I think it was fair for Lloyds to decide it was a pre-existing issue that didn't need to be dealt with as part of the claim and wasn't down to the quality of the works carried out by the contractor.

Miss K also said the contractor damaged her outhouse floor. After the works were completed, the contractor returned to remove adhesive from the floor. A few months after this, Miss K said there was a chip in the floor, which she said the contractor had caused. The contractor had taken photos of the floor when it dealt with the adhesive. Looking at these, I couldn't see evidence of a chip. Given this and the time that passed before Miss K raised this issue, I think it was reasonable for Lloyds to decide there wasn't evidence to show the contractor had caused this damage. So, I don't think it needed to deal with the chip.

A kitchen cupboard was also replaced. Miss K said this wasn't a close enough match to the other cupboards because it was a different shade of white. Looking at the policy wording, this said:

*"We'll replace an item with a new item on a like for like basis. When we say 'like for like basis', we mean we'll try to replace it with an exact match. If we can't find an exact match, we'll replace it with the nearest equivalent."*

*By 'nearest equivalent' we mean an item of the same quality and same specification."*

Miss K also had matching sets cover, this said:

*"We'll pay claims for:*

*– Any undamaged item from a matching set if we're unable to repair or replace it to reasonably match the set.*

*...*

*When we say 'reasonably match' we mean something that's similar but not exactly the same. If we're not able to repair or replace it, we'll pay to replace the whole set or make changes to make it match. For example:*

*– If you have Buildings Insurance – we might paint your kitchen doors to match."*

It's my understanding that it wasn't possible to obtain the cupboard from the original kitchen supplier. So, Lloyds provided what it considered to be the nearest equivalent and a reasonable match. When Miss K raised her concerns, the contractor visited. The notes from the visit said that one person couldn't see a difference in colour and the other person could see a slight difference. I've also looked at photos. I couldn't see a difference in colour, although I'm aware a photo might not highlight this in the same way as seeing the cupboard in person. But, looking at the policy terms and conditions, I think it was reasonable for Lloyds to decide it had replaced the cupboard in line with what the policy said it would do. So, I think it's fair it didn't offer anything further in relation to the cupboard.

I've also thought about the £700 compensation Lloyds offered. I'm mindful that the need to make a claim such as the one Miss K made was always likely to be distressing experience because of the damage and disruption caused by the escape of water. However, Lloyds accepted that there were issues with how the claim was handled, including how the contractors treated Miss K's property. I can understand that this would have added to Miss K's distress at what was already a difficult time for her. Looking at everything that happened and the level of compensation I would normally expect to be paid, I think the £700 compensation Lloyds offered was fair in the circumstances. This is in line with the amount I would have required it to pay had it not already done so.

So, having thought carefully about this complaint, I don't uphold it or require Lloyds to do anything else in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 2 September 2025.

Louise O'Sullivan  
**Ombudsman**