

## **The complaint**

Mr F complains that Society of Lloyds has failed to resolve issues with his car following a poorly fitted windscreen. A lack of response and action has left him without access to his vehicle and its condition has deteriorated as a result.

Mr F would like his car repaired to its pre-incident condition, with works completed to repair any damage caused as a result of the poorly fitted windscreen and the cleaning costs to remove the mould now evident in the car.

This situation has also had a negative impact on Mr F's health and he suffers from a number of underlying health conditions which have been negatively impacted as a result.

## **What happened**

Mr F's car insurance is a policy underwritten by Society of Lloyds and sold via a broker. In December 2023, Mr F took his car to a local garage for repairs following issues with his windscreen, after a repair to this had been completed under his insurance.

In February 2024, Mr F complained to the broker about the repair and damage being caused as a result of water ingress. A few issues with the car had been identified and a local garage said this was the result of the windscreen being poorly fitted and the details of the work needed based on its assessment, were provided.

Mr F brought his complaint to this Service when he hadn't received a satisfactory response from the broker or company that had fitted the windscreen and the details of the complaint were passed on to Society of Lloyds. It explained a complaint hadn't been raised with it and it asked for Mr F to provide information on the claim and problems he was having. It issued a final response in January 2025 and said its underwriter was unable to consider the claim as evidence hadn't been provided, including photographs of the damage, to allow it to progress the claim. Without this being provided, it didn't think it was acting unfairly when it didn't progress the claim.

Our investigator looked at this complaint and didn't think Society of Lloyds had acted fairly. They said information provided showed Mr F's concerns about the windscreen had been passed to Company A (a windscreen repair company who completed insured work on the car previously) in February 2024. Society of Lloyds were not informed of the issues with no indication of any activity to this effect. But with company A acting on Society of Lloyds behalf to complete the windscreen repair it was acting as its agent. Any communication to company A could reasonably be deemed communication with Society of Lloyds and it isn't fair that Mr F loses out of this didn't happen.

They felt Society of Lloyds should have been aware of Mr F's issues with his windscreen in February 2024 and provided support to Mr F from this point to assess the claim. This didn't happen and Mr F was without his car and this impacted his health and finances as he needed to use another vehicle which he said cost more to run.

The investigator said, it couldn't be known whether, the issues identified by the garage would

be accepted as being caused by the windscreen repair and this being faulty. But Society of Lloyds failed to consider this promptly and Mr F had been left in a state of limbo for a significant period. During which he said he was passed from pillar-to-post with him struggling to find someone to take responsibility for the issues.

To recognise the distress and inconvenience added, our investigator recommended that Society of Lloyds pay Mr F £750. They also said it should arrange to assess the damage to Mr F's car, including the company A's worksheet with a view to resolving the issues with a repair or write-off. It should also consider the costs incurred by Mr F due to the delay in claim handling.

Neither Mr F nor Society of Lloyds accepted the recommendation.

Society of Lloyds said it would accept the payment of £750 for the distress and inconvenience added. But said that company A had accepted liability for the issues with Mr F's car and were working with him to settle the claim. They felt it was pragmatic, with a view to avoid any further delays, to allow it to complete this and if Mr F was unhappy with the outcome, it could look into the issues after this.

Mr F said company A had been in touch but the progress of the claim was slow. Society of Lloyds felt it was best to wait until company A had dealt with the claim before considering its liability as the claim should not be dealt with by two insurers simultaneously.

Because neither side agreed with our investigators recommendation, the complaint was referred for decision.

### **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.

I've decided to uphold this complaint, for much the same reasons as our investigator and will explain why. I know both sides may not be happy with this outcome, but I think this is a fair and reasonable way to put things right.

Society of Lloyds has said this is an unusual situation, where the company A and its insurance has accepted the claim and is dealing with it, meaning its ability to support Mr F is limited. I agree this adds a layer of complexity to this matter and does so when the starting point of the claim and who this should be considered by was not clear. But I don't think this removes its obligations to Mr F as their customer to ensure that he is treated fairly.

I agree that when Mr F first raised his complaint with the broker and company A in early 2023, that it is reasonable to have expected company A to have notified Society of Lloyds of the issues he was having with his windscreen and pass on the details to be considered under the contract of insurance. This didn't happen and left Mr F without access to his car for a prolonged period of time with this having a detrimental impact on his health.

There isn't any expert opinion provided, bar that of the local garage Mr F has used to confirm the condition of the car, but this shows an opinion that the car has also suffered as it sat in situ at the garage for this time.

Whether a claim would have been accepted to repair the damage by Society of Lloyds, had it been raised with it sooner, is not known. However, I think it's a fair expectation that the claim should have been considered and Mr F being left without direction on what was happening is not fair and reasonable.

The nature of complaints about the handling of an insurance claim can mean that often, a claim is still progressing past the point in time when the complaint has been raised and considered. This is the case here as Mr F's claim has been progressed but it isn't Society of Lloyds currently progressing this. It is company A and its insurer progressing the claim.

While I agree, with the proceeding delays to this being considered, this provides a pragmatic solution to the progress of the claim, I don't think it is fair to say the Society of Lloyds has no obligation to assist Mr F with his claim. Often the costs of a claim are recovered from the party deemed to be at fault and company A or its insurer, may always have been liable for these costs. But it doesn't mean that Society of Lloyds can have no involvement now.

With the underlying health conditions of Mr F, the support of his insurer to assist with the claim is arguably more important and this might result in a quicker resolution. He has a number of things he asked to be considered within the claim, and if company A doesn't accept these, it is right that Society of Lloyds does consider these directly. Society of Lloyds has in effect, said this can happen. But for clarity, I think it is fair and reasonable that this is in place and as well as picking up any outstanding issues, support with the claim while considered by company A will reduce the ongoing distress of this matter.

It is clear that Mr F has been impacted by the delays in the claim being considered by Society of Lloyds. Some of this has come at a financial cost and the additional expenses he's incurred will be considered as part of the claim. If Mr F is unhappy with this or any other decision on the claim, a separate complaint will need to be raised, so I cannot comment on these costs here and whether I think they should or shouldn't be paid.

However, I can comment on the distress and inconvenience added with this claim. Mr F has explained how the additional stress of trying to have the damage to his car accepted and repaired has impacted him. This had a severe impact on his mental health and he required additional support on top of what he normally requires. And while he was able to use another vehicle to keep himself mobile, there was clearly inconvenience experienced here too.

Overall, I agree that an award of £750 in recognition of this is fair and inline with the award limits of this Service. So as our investigator set out, I'll be asking Society of Lloyds to make this payment to Mr F.

### **Putting things right**

To put things right, Society of Lloyds should do the following:

- Arrange to assess the damage to Mr F's car – if not already done by company A and its insurer. And consider the repair or write of cost as appropriate.
- Consider any additional costs Mr F said he's incurred because of his car not being available from December 2023, until the date of settlement, in line with the above. It should include 8% simple interest on any out-of-pocket expenses from the date of expense until the date of payment.
- Pay Mr F £750 for the distress and inconvenience caused with the delay of this claim being accepted and considered.

### **My final decision**

For the reasons I've explained, I uphold Mr F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 28 July 2025.

Thomas Brissenden  
**Ombudsman**