

The complaint

Mr B complains about Lloyds Bank General Insurance Limited's decision to turn down his subsidence claim under his property insurance policy.

What happened

Mr B holds property insurance cover with Lloyds Bank. He noticed cracking at his property and asked a builder to inspect the damage. The builder advised him it was subsidence and so Mr B arranged for a contractor to carry out ground stabilisation works. Once this work was completed in August 2020, Mr B notified Lloyds Bank of a subsidence claim.

Lloyds Bank thought the damage had been caused by the property having insufficient lateral restraints. It therefore turned down the claim. Mr B arranged for a third-party to carry out an inspection, and they concluded the damage had been caused by subsidence. However, Lloyds Bank didn't change its claims decision. Unhappy with this, Mr B brought a complaint to this service. Meanwhile, he was quoted in excess of £300,000 (including VAT) to carry out the repairs.

I issued a provisional decision on 24 April 2025. Here's what I said:

'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.'

The policy covers damage to buildings by subsidence and explains that subsidence means the downward movement of the ground underneath the buildings.

When Mr B notified Lloyds Bank of the claim in 2020, he said that two months earlier, he had asked a builder to inspect the damage to his home. The builder told him there was subsidence and referred him to a ground engineering firm (that I'll call 'G'). He said that G visited the property and also confirmed there was subsidence and explained it needed to be underpinned. Mr B advised Lloyds Bank the works were completed the previous week, at a cost of around £4,000.

Lloyds Bank noted at the time that G had carried out their initial visit and repairs within three weeks, so thought it was unlikely that any subsidence investigations had been carried out by G.

I've read the certificate of structural adequacy that G gave Mr B dated 8 August 2020. The description of damage said:

'There is bulging in the southwest corner. The east corner gable is slightly bowing in the northeast corner. Outward bulge above the right and ground floor window and the window sill has cracked. Also below the window there is a door to the basement where the lintel has dropped and stonework beneath it.'

G concluded the cause of damage to be subsidence of the foundations. They said the adjacent drain needed to be repaired due to open joints. G said the ground improvement

work they had carried out consisted of a polymer injection to the left-hand external wall to the lounge. Finally, G said they had achieved stability to the foundations where they had previously shown signs of significant structural movement.

Mr B has provided a copy of the invoice he paid to G. This was for a total of £4,137. The invoice says it was for ground improvement to approximately 4Lm to the front section of lefthand side of the gable wall. It also included a drain survey and drain protection. However, G then issued Mr B with a credit note, and removed the drain survey and drain protection from the previous invoice.

Mr B hasn't provided any other information from G, such as any site investigations carried out. So, it's not clear to me how G reached the conclusion that the foundations had shown signs of significant structural movement, or that the drains were the cause of this. I also don't know how G was able to conclude that the polymer injection had stabilised the foundations. It also seems that no drain repairs took place.

After Mr B notified Lloyds Bank of the claim, its loss adjuster visited the property. The initial report said they thought it was either a lack of lateral restraint which caused the masonry stonework to move outwards, or minor downward movement to the rear left-hand elevation and rear extension. They said there was external cracking to the left-hand elevation, and internal damage was also evident. They described the damage as 'moderate' and thought the pattern and type of cracking would suggest that the damage had resulted from subsidence. They said the likely cause was the softening or washing away of soils by effluent or water leaking from drains or underground pipes. However, they explained that policy liability would be deferred until the site investigations had taken place.

Site investigations were then arranged (trial pit and borehole, drain survey and monitoring). The trial pit and borehole encountered no roots, and no water strikes. The monitoring took place over a two-month period (8 September 2020 to 14 November 2020). Slight movement was noted on 14 November 2020. A CCTV survey was taken of the drains which showed structural damage on drain runs B and E.

At the end of November 2020, Lloyds Bank turned down the claim. Its subsidence specialist said the property was built on stone or bedrock, and there was no subsidence or ongoing downward movement of the ground. He concluded the damage to the property was due to a lack of lateral restraint due to the construction style and age. The subsidence specialist also said the drain survey had confirmed there were minor defects to two drain runs, but these were remote from the areas of damage. He said there was one damaged drain run (A) that would be repaired and would be paid for by Lloyds Bank if Mr B held accidental damage cover. Finally, the subsidence specialist said there was no vegetation works required.

I understand that no drain repairs took place.

Mr B arranged for a chartered surveyor (Mr D1) to carry out inspections of the property. These took place in August and September 2023 (just under three years after Lloyds Bank had declined the claim). He observed various crack damage and distortions within the property. Mr D1 said the condition of the stonework to the left-hand side of the front elevation, and particularly the left-hand gable wall was unsound. Mr D1 also said the rear quoin stone adjacent to the rear kitchen had misaligned and had outward bulging. He said the integrity of the adjacent drain was investigated and found to have cracks and leaks. Mr D1 concluded the property had suffered from structural movement caused by subsidence.

Mr D1 said further investigation was needed to determine whether the floor joists bear into the side gable wall and provide lateral restraint. He was of the view the property was

deteriorating and the cracking to the interior and distortions and movement to the exterior were progressive and continuing. Mr D1 thought there had been subsidence in more than one location and that this could be exacerbated by lack of lateral restraint.

Mr D1 later provided some further comments after our investigator issued his view. Mr D1 said the lateral movement observed was a consequence of the failure in support for the wall caused by the subsidence. He said no amount of lateral restraint would prevent the downward movement observed. He pointed out that remedial work had already started at the property by that time, so he didn't think it would be possible for Lloyds Bank to carry out further investigations.

After Mr B had referred his complaint to this service, he arranged for a structural survey to take place in September 2024. This was carried out by Mr D2, a structural engineer. Before giving his opinion, Mr D2 took into account the site investigations arranged by Lloyds Bank's loss adjuster in 2020.

Mr D2 described the damage to the property (a significant bulge to the left-hand gable wall, as well as cracks and gaps externally and internally), and also noted that remedial works had started internally at the property. He pointed out the site investigations in 2020 showed that the soil below the property was described as clay rather than stone or bedrock. He questioned why Lloyds Bank's subsidence specialist had concluded there had been no downward movement of the ground when this was unsubstantiated and couldn't be concluded from the level monitoring. He thought two months monitoring wasn't sufficient. He also pointed out that Lloyds Bank's subsidence specialist had been incorrect when he said the defective drains were remote from the areas of damage, as he pointed out the damaged drains run adjacent to the left-hand side of the property. He also questioned why the subsidence specialist wanted to repair drain run A, when this wasn't damaged.

Mr D2 thought, on balance, that the defects displayed by the property were generated by subsidence. He said he didn't consider there to be reasonable, credible alternatives. Mr D2 also said, given the extent of visible defects and apparent movement which had occurred, he didn't consider a further monitoring period to be appropriate. Mr D2 said the extent of movement that the wall had suffered was significant and beyond localised repair, he therefore suggested the most appropriate repair would be to rebuild the gable wall entirely off sound foundations.

My conclusions

Unfortunately, Mr B went ahead with ground stabilisation works before notifying Lloyds Bank of the claim. Though I appreciate he didn't realise the impact of doing this at the time.

Lloyds Bank arranged site investigations shortly after the ground stabilisation work was completed. Its subsidence specialist concluded there was no downward movement of the ground at the time. If the ground stabilisation work had been successful, then that would be the expected outcome of the investigations.

However, as Mr D2 has pointed out, some of Lloyds Bank's subsidence specialist's conclusions were incorrect. He said the property was built on stone or bedrock, when the trial pit and borehole report said it was clay. He also said the damaged drains were remote from the areas of damage at the property, but this wasn't correct either. I also think Mr D2 makes a reasonable point that two months of monitoring was insufficient to determine whether there was ongoing movement. I'd usually expect monitoring to take place over at least six months - this is generally considered a reasonable length of time to allow an insurer to establish if there is ongoing movement and understand the severity of this.

I don't know if the ground stabilisation work carried out by G was successful. The evidence from Mr D1 around two years later was that he thought the movement was ongoing and progressive. Though no monitoring of the damage took place to confirm this.

If we were to assume G's ground stabilisation work wasn't successful, that could mean it simply wasn't an appropriate remedial scheme for the subsidence. Alternatively, it could be because there was no downward movement of the ground below the property in the first place.

Though Mr D2 is of the opinion the damage has been caused by subsidence. As a structural engineer, I find that he's the most suitably qualified to provide an opinion on the matter. I've noted Lloyds Bank's point that Mr D2 didn't comment on the ground stabilisation work that G had carried out. Though given that he considered the gable wall should be rebuilt entirely off sound foundations, I would assume that he thought any previous stabilisation work hadn't been successful.

Our investigator thought that further investigation was needed before he could say that Lloyds Bank ought to accept the claim. I asked Mr B for an update of what work has taken place, as Mr D1 had said he didn't think further investigations could be carried out given repairs had begun.

Mr B has provided information from his contractor which confirms that, as of 31 March 2025, about 60% of the gable wall has been demolished and they are in the process of rebuilding this. And the cellar level which provides foundation support has been firmed up to provide a stable platform for the rebuild. They also said that once the stabilisation work has completed on the gable, the reinstatement of the windows and internal finishes can be done.

So, as Mr B's contractor has carried out further stabilisation work to the gable wall foundations and demolished the affected part of the wall, Lloyds Bank won't now be able to establish if there was subsidence. Whilst it could be said that Mr B has prejudiced Lloyds Bank's position here, Lloyds Bank had already carried out investigations and concluded there was no subsidence. Though as I've said, I agree with Mr D2 that the two months of monitoring it arranged wasn't sufficient. And the site investigations did point to there being an external cause of the subsidence (leaking drains which could affect the subsoil). I'm therefore satisfied that Lloyds Bank had sufficient opportunity to carry out appropriate investigations but didn't do so.

Mr B was understandably concerned about the deteriorating state of the gable wall over the four years since making the claim. He's explained he was told that the property could collapse with him and his family inside it, and therefore started the repairs. I think that was entirely reasonable.

Taking everything into account, I think the evidence supports the damage was most likely caused by subsidence, though a lack of lateral restraint may have played a part too. The experts weren't able to differentiate between these two causes though, and so for an effective and lasting repair, all the damage would need to be put right.

So, I'm currently minded to require Lloyds Bank to accept the claim and reimburse Mr B for the cost of the repairs (since he had no option but to go ahead with his own contractor to do the repairs). However, matters are complicated here by the below.

Lloyds Bank has let this service know it has concerns that Mr B may not have taken reasonable care not to misrepresent information when the policy was taken out/renewed. As I understand it, the asking price of the property had previously been in the region of £900,000 before a potential purchaser withdrew from the purchase. Mr B then bought the

property for just under £500,000. Given the significant difference in price, Lloyds Bank wanted more information about this as it thought the subsidence damage may have been evident when Mr B purchased the property.

I see from Lloyds Bank's claims notes that it was aware of this as far back as February 2021. However, it didn't pursue this as it had already made the decision to turn down the claim. When Mr B's solicitor got in touch with Lloyds Bank in 2024 about its claim decision, Lloyds Bank wrote back to the solicitor in March 2024 to ask for more information about the above but didn't receive a response (despite chasing this). I would assume that's because Mr B no longer had the solicitor representing him. I can't see that Lloyds Bank has asked Mr B directly for this information.

I'm satisfied that Lloyds Bank didn't affirm the contract here, as it made its claims decision before it became aware of this information. I don't think Lloyds Bank's conduct since 2021 would have led Mr B to believe the contract had been affirmed (such as further investigations or making a different claim decision).

However, this point does need to be considered and addressed by Lloyds Bank before it can pay the claim. So, Lloyds Bank will need to liaise with Mr B about the matter directly, and then make a decision about it. If Mr B has any concerns about Lloyds Bank's decision, he should raise this with Lloyds Bank as a new complaint.'

I asked both parties for any further comments they wished to make before I reached a final decision.

Mr B made the following main points:

- Lloyds Bank's subsidence specialist asked him some questions about his mortgage and whether he obtained a house buyer's report before purchasing the property, and he says he did respond at the time.
- He has no knowledge of the property ever being listed for £900,000 and says it has never been listed for more than £525,000.
- He paid the full asking price for the property.
- He was not aware of any subsidence affecting the property before purchasing it.

Lloyds Bank made the following main points:

- The damaged drain runs are not close to the affected area of damage to the property.
- Mr B hasn't undertaken any drain repairs, despite Lloyds Bank's subsidence specialist advising repairs were required. He therefore hasn't mitigated any further damage regarding the drain repairs.
- Mr B allowed G to carry out repairs to the foundations without discussing the matter with the necessary conservation authorities. It questions whether Mr B's contractor has notified or gained planning permission for the current repairs, given the property is part of a conservation area.
- G didn't carry out any tests or monitoring and did the repairs without notification to Lloyds Bank.
- Mr D1 provided Mr B with a report dated October 2023, but this wasn't provided to Lloyds Bank until July 2024 via this service.
- Mr B hasn't provided any site evidence demonstrating the ground beneath the building is shifting downward and that an insured peril has taken place, as per the policy. A property not having lateral restraints isn't an insured peril.
- Mr B hasn't provided a schedule of work, invoices or any supporting evidence for his claim, or why and how the repairs are being carried out. He is effectively preventing

- Lloyds Bank from having any oversight yet is expecting it to pay for his repairs in full.
- Given that the wall was only demolished in 2025 (five years after Lloyds Bank turned down the claim), it would have been reasonable for Mr B to have re-engaged Lloyds Bank before repairs began and for Lloyds Bank to have had sight of his contractor's schedule of work.
- Mr B's solicitor said that Mr B assumed the repair costs of £300,000 would be paid for by Lloyds Bank. It's highly unusual for a customer to assume this without any authorisation.
- Mr D1's report says the property is subsiding but has not provided any structural evidence of this, and therefore greater weight should be placed on Lloyds Bank's subsidence specialist.
- It has obtained the opinion of its in-house chartered engineer (Mr P), who thinks an independent building professional should be appointed to conduct a thorough review of all aspects of the claim.

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.

Mr B says Lloyds Bank's subsidence specialist asked him some questions previously, and he responded at the time and let us know. I see that Mr B told our investigator in September 2024 that Lloyds Bank's subsidence specialist had asked him some questions about the mortgage and house buyer's report. I haven't seen a copy of the questions asked by Lloyds Bank's subsidence specialist, but Mr B's response to him didn't address those points. So, Lloyds Bank will still need to look into this.

Mr B says he has no knowledge of the property being listed for £900,000 and was unaware of any subsidence at the property before he purchased it.

Lloyds Bank's subsidence specialist recorded the information about the drop in the property's asking price from £900,000 to under £500,000 after speaking with Mr B about his claim in February 2021. Mr B will now need to liaise with Lloyds Bank about the matter, so it can consider this further. I won't be making a finding on the alleged misrepresentation in this decision, as Lloyds Bank needs to be given the opportunity to investigate this. As I mentioned in my provisional decision, if Mr B has any concerns about Lloyds Bank's decision after it has looked into the matter further, he should raise this with Lloyds Bank as a new complaint in the first instance.

I'll address the points raised by Lloyds Bank in response to my provisional decision in the same order as I've listed them above.

The damaged drain runs are not close to the affected area of damage to the property.

Mr D2 made the point that the damaged drains run adjacent to the left-hand side of the property. Given that the damage is to the left-hand side of the property, it's unclear to me why Lloyds Bank still thinks the damaged drain runs aren't close to the areas of damage. Mr D2 thought the subsidence had likely been caused by the leaking drains.

Mr B hasn't undertaken any drain repairs, despite Lloyds Bank's subsidence specialist advising repairs were required. He therefore hasn't mitigated any further damage regarding the drain repairs.

I don't know if Mr B has now undertaken drain repairs. Though given that Lloyds Bank's subsidence specialist incorrectly said the damaged drains were remote from the area of

damage to the property, I would assume he didn't think he needed to repair them. As we know, Mr B's contractor has now carried out ground stabilisation works and other repairs. I haven't seen the schedule of work, and so the drain repairs may well be included in this.

Mr B allowed G to carry out repairs to the foundations without discussing the matter with the necessary conservation authorities. It questions whether Mr B's contractor has notified or gained planning permission for the current repairs, given the property is part of a conservation area.

Whilst I've noted Lloyds Bank's concerns about work taking place in a conservation area, my role here is to decide if Lloyds Bank's decision to turn down the claim was fair taking into account all the available evidence.

G didn't carry out any tests or monitoring and did the repairs without notification to Lloyds Bank.

In my provisional decision I addressed Mr B's decision to allow G to carry out ground stabilisation work before notifying Lloyds Bank of the claim. So, I won't repeat this again here.

Mr D1 provided Mr B with a report dated October 2023, but this wasn't provided to Lloyds Bank until July 2024 via this service.

Mr B did obtain a report from Mr D1 in October 2023. I see this was sent to Lloyds Bank by his solicitor in January 2024.

Mr B hasn't provided any site evidence demonstrating the ground beneath the building is shifting downward and that an insured peril has taken place, as per the policy. A property not having lateral restraints isn't an insured peril.

In my provisional decision, I addressed the lack of site evidence demonstrating there was subsidence. I concluded that Lloyds Bank hadn't carried out an appropriate level of investigations, despite having the opportunity to do so. I therefore placed weight on the opinions of the experts, particularly Mr D2's.

As I said in my provisional decision, I'm persuaded from Mr D2's evidence that the damage was most likely caused by subsidence. Though I also acknowledged that a lack of lateral restraint may have also contributed to the damage. However, as the experts weren't able to differentiate between the two causes, I said that all the damage needed to be put right in order for there to be an effective and lasting repair.

Mr B hasn't provided a schedule of work, invoices or any supporting evidence for his claim, or why and how the repairs are being carried out. He is effectively preventing Lloyds Bank from having any oversight yet is expecting it to pay for his repairs in full.

And

Given that the wall was only demolished in 2025 (five years after Lloyds Bank turned down the claim), it would have been reasonable for Mr B to have re-engaged Lloyds Bank before repairs began and for Lloyds Bank to have had sight of his contractor's schedule of work.

It's not clear to me why Lloyds Bank thinks that Mr B ought to have given it oversight of the repairs, or that Mr B should have given Lloyds Bank his contractor's schedule of work. Lloyds Bank had turned down the claim in 2020/2021, and when Mr B's solicitor got in touch again in January 2024, Lloyds Bank didn't change its decision. Mr B arranged the repairs

himself due to the dangerous condition of the property.

Once Lloyds Bank has addressed the potential misrepresentation side of things, it should deal with the claim as I've set out under the 'putting things right' section below. In doing so it will be entitled to consider evidence from the contractors such as the schedule of work and invoices, as I'm requiring it to deal with the claim in line with the policy terms. If repair work has been done that's unrelated to subsidence damage or goes beyond the cover the policy provides, then Lloyds Bank wouldn't need to pay for this. But this will be a matter for Lloyds Bank and Mr B to discuss when they reach this stage. If there are any further disputes about this, Mr B would need to raise his concerns with Lloyds Bank in the first instance.

Mr B's solicitor said that Mr B assumed the repair costs of £300,000 would be paid for by Lloyds Bank. It's highly unusual for a customer to assume this without any authorisation.

Mr B has told this service that he had no option but to start the repair work as the house was dangerous to live in and his structural engineer told him and his family they couldn't use part of the house. He explains he asked his mortgage provider if he could access some of the equity for the repairs, but they refused. He therefore had to sell possessions in order to start the repairs, but if he couldn't fund those repairs, he would have no option but to put the property up for sale in an auction.

It seems to me that the correspondence from Mr B's solicitor and wording used was its attempt to persuade Lloyds Bank to accept the claim after this had already been turned down.

Mr D1's report says the property is subsiding but has not provided any structural evidence of this, and therefore greater weight should be placed on Lloyds Bank's subsidence specialist.

As I've said, in my provisional decision I addressed the lack of site evidence demonstrating there was subsidence. I thought greater weight should be placed on Mr D2's findings, and I set out my reasoning for that in my provisional decision.

It has obtained the opinion of its in-house chartered engineer (Mr P), who thinks an independent building professional should be appointed to conduct a thorough review of all aspects of the claim.

I've considered Mr P's opinion. He thinks there are significant gaps in the available information and in the conclusions reached by others, making it necessary to engage experts in order to examine the issues. Just as he thinks it's reasonable to assess the matter of potential misrepresentation. He believes that interviewing Mr B and those who have submitted reports will provide valuable insight. And that this would allow Lloyds Bank to determine the dominant cause of damage and what Mr B knew at the time of purchase.

Mr P also said the absence of misrepresentation shouldn't automatically result in liability, particularly as other aspects of the terms and conditions could impact policy coverage. He suggested that an independent building professional should be appointed to conduct a thorough review of all aspects of the claim. That expert would examine technical matters related to the cause of damage. Mr P said that, as it stands, no insured peril has been established and so coverage wouldn't apply.

Finally, Mr P pointed out some concerns he has regarding Mr D1's report. He explained he hadn't seen Mr D2's report.

I agree with Mr P that there are gaps in the available information. Had Lloyds Bank carried out appropriate investigations, then we would know more about whether there definitely was

subsidence, and if so, the cause of it. But the opportunity to carry out further investigations has passed, and so I have to make a finding based on the available evidence.

I don't think it would be helpful for Lloyds Bank to engage another building expert to consider the matter. I say that because the repairs, including ground stabilisation work, would be completed by that point (I understand they are nearly finished). Therefore, any expert would be limited to carrying out a desktop review of the evidence, which is what Mr P has already done. Though Mr P hasn't reviewed Mr D2's report, despite my explanation in my provisional decision that I had placed the greatest weight on his evidence (which is a 36-page detailed report). Mr D2 has explained in some detail why he thinks there was subsidence, so I see no benefit in him being interviewed about this by another building expert who is only carrying out a desktop review.

Whilst Mr D didn't think there had been subsidence, I addressed in my provisional decision why some of Mr D's findings weren't correct. Taking into account Mr D2's qualifications, I thought he was best placed to provide an opinion. Mr D2 was able to inspect the damage before repairs were completed, and he concluded there was clear evidence of downward movement of the left-hand side of the property. And that on balance, he thought subsidence had taken place.

I also took into consideration that a lack of lateral restraint may have been a factor too. Mr D1 thought the property had suffered subsidence, but considered the movement could have been exacerbated by a lack of lateral restraint. Mr D2 said that once the foundations of walls of this type of property have moved it can lead to instability and generate additional defects. And that the general lack of bond and tying of both the inner and outer skins and between the internal floors can lead to the bulging and general movement that's apparent to the (left-hand side) wall. It therefore seems to me any damage due to lateral restraint can't be separated from the subsidence damage, and it appears to be Mr D2's opinion that the bulging of the wall due to a lack of tying in/lateral restraint had only happened because the foundations had moved.

I therefore remain persuaded from the available evidence that there was subsidence, and therefore Mr B does have a valid claim under the policy.

As I've said, Lloyds Bank has raised concerns about possible misrepresentation and so it may well want to speak with Mr B about this before making a decision. That will be up to Lloyds Bank.

Putting things right

Once Lloyds Bank has investigated the potential misrepresentation, then so long as this doesn't affect the policy, it should accept the claim and reimburse Mr B for the cost of the repairs in line with the remaining policy terms (though see my below comments about our award limit). Interest should be added at the rate of 8% simple from the date the invoice/s were paid to the date of settlement*.

If Lloyds Bank does conclude there was misrepresentation and this would have resulted in a higher premium being charged, it will be able to settle the claim proportionately and should reimburse Mr B on that basis. Interest should be added at the rate of 8% simple from the date the invoice/s were paid to the date of settlement*.

If Lloyds Bank concludes there was misrepresentation and this results in the policy being avoided, then it won't need to pay the claim.

*If Lloyds Bank considers that it's required by HM Revenue & Customs to take off income tax

from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a certificate showing this if Mr B asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Award limit

Where I uphold a complaint, I can award fair compensation to be paid by a financial business of up to £415,000, plus any interest and/or costs/ interest on costs that I consider appropriate. If I think that fair compensation is more than £415,000, I may recommend that the business pays the balance.

Although Mr B was quoted less than £415,000 for the repairs, these are ongoing, and so costs may increase.

If Lloyds Bank's decision on misrepresentation means that it reimburses Mr B for the cost of the repairs (either in full or on a proportionate basis), then it should do so up to £415,000, plus interest.

If the amount needing to be reimbursed exceeds this amount, then I recommend that Lloyds Bank pays the balance. This recommendation is not part of my determination or award. Lloyds Bank doesn't have to do what I recommend. It's unlikely that Mr B can accept my decision and go to court to ask for the balance. Mr B may want to get independent legal advice before deciding whether to accept this decision.

My final decision

My final decision is that I uphold the complaint. I require Lloyds Bank General Insurance Limited to do what I've set out above.

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

Chantelle Hurn-Ryan
Ombudsman