

The complaint

Mr A complains about how Lloyds Bank General Insurance Limited (“Lloyds”) declined part of a claim he made on his home insurance policy after he accidentally damaged tiles in his bathroom.

What happened

Mr A has a home insurance policy with Lloyds.

In July 2024 Mr A was attempting to repair a tile by doing some regrouting. He says the tile broke, and water began to seep through, damaging other tiles.

Mr A reported the incident to Lloyds who sent a loss assessor to validate the claim. Mr A says the loss assessor told him to do a temporary repair to prevent further damage whilst the claim was being validated. Mr A attempted a temporary repair, but it caused further damage.

Lloyds accept the claim but only for the repair or refit of the damaged tiles, and not for any repairs to the sub-floor. Mr A wasn’t happy with the decision, so he complained.

Lloyds say Mr A’s policy covers him for accidental damage only. When Mr A reported the incident he was attempting to repair a loose tile and told Lloyds that when he tried to weigh down the tile the weight slipped from his hand and cracked the tile. Lloyds accept the claim for the cracked tile is accidental damage, which is covered by the policy. But the damage to the floor is poor workmanship due to incorrect fixings to the tiles. Lloyds say there was evidence a tile had been lifted near the toilet area and refitted previously. So, it declined the claim for the repair for the sub-floor.

Mr A didn’t agree so he referred his complaint to the Financial Ombudsman Service. Our investigator said the evidence showed there were issues with the fixing of the tiles previously, and it’s likely the tiles were fitted incorrectly when installed. Since the policy doesn’t provide cover for poor workmanship she said it was fair for Lloyds to only agree to refit the damaged tiles once the sub-floor had been repaired by Mr A. Alternatively Lloyds can provide Mr A with a cash settlement for the damaged tiles so he can arrange the repair himself, once the sub-floor has been repaired.

Mr A says he can’t afford to pay for a report on the sub-floor condition. He has removed the tile adhesive and cleared the sub-floor. He doesn’t think it’s fair or reasonable to expect him to carry out more work or cover additional costs at this stage. As the complaint remains unresolved, it has come 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.

I've summarised the background of the complaint. This isn't intended as a discourtesy. I have read and considered the evidence provided by both parties. Having done so, I'm not upholding the complaint for broadly the same reasons as our Investigator.

I know this will be upsetting for Mr A. He thinks it's unfair to expect him to carry out more work or cover additional costs. I can understand why Mr A is unhappy that Lloyds isn't covering the repair to the sub-floor and has only accepted the damage for the tiles.

Mr A's policy with Lloyds covers him for accidental damage. It doesn't cover him for poor workmanship or pre-existing issues. Mr A is claiming for the cost of the damage to the tiles and flooring.

Lloyds say the damage to the tiles is covered by the terms of the policy since the damage was caused accidentally. It says on inspection of the damaged tiles it noted there were issues with the sub-floor moving and so the sub-floor would need to be repaired before any damaged tiles could be replaced.

I have reviewed Lloyds' validation report dated 7 August 2024. It says, *"the tile had become wobbly, and underneath is visible the tiles have been incorrectly fitted with adhesive spotted"*. The report goes on to say, *"the damage is consistent with poor workmanship due to incorrect fixings to the tiles."*

I have considered the report from Lloyds' contractor dated 17 September 2024. In that report the contractor says, *"there doesn't seem to be any substrate under the tile, the crack is very clean and straight across the tile. It may have been badly fitted when installed"*.

So having considered the expert opinion provided I'm persuaded by Lloyds' view the likely cause of the damage was due to a faulty sub-floor and that needs to be repaired before the damaged tiles can be refitted and repaired.

Lloyds is only obliged to pay for claim related costs. Here the damaged tiles are covered by the accidental damage cover in Mr A's policy. But the repair to the sub-floor isn't covered, therefore Lloyds isn't obligated to pay for the costs of that repair.

I appreciate Mr A is unable to pay to repair his sub-floor and without doing that the tiles cannot be replaced. I recognise that Mr A is in an unfortunate position, and so my decision will be disappointing. But I can't tell Lloyds to pay part of a claim that it has declined fairly, in line with the contract of insurance Mr A holds. Therefore, I won't be telling Lloyds to do anything further in respect of this complaint.

Lloyds has said it will refit the damaged tiles once the sub-floor has been repaired. And I think that's fair since that is in line with the terms of the policy.

My final decision

My final decision is I do not uphold Mr A's complaint about Lloyds Bank General Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 10 September 2025.

Kiran Clair
Ombudsman