

The complaint

The estate of Mrs R has complained about Lloyds Bank General Insurance Limited which provides the insurance for the estate's property. The complaint has been made regarding an on-going subsidence claim and Lloyds' handling of that matter. The complaint has been brought on the estate's behalf by its executors. Mr R, as an executor, has been the main correspondent on the claim and complaint.

What happened

Dating back to 2019 a claim was made on the policy for subsidence. The matter did not progress as would have been liked and various complaints were made to Lloyds and referred to this Service. I set this brief history out here for context as prior issues won't be considered as part of this decision.

Lloyds has used a technical agent to manage and progress the subsidence claim – referred to by my Ombudsman colleague on the estate's prior complaint as Company A. I'll maintain that reference name for ease of continuity.

In early 2024 Company A was writing to Mr R, asking him to decide on progressing the claim via it making a cash settlement. Company A said the settlement would be based on its costs unless Mr R gathered evidence of what it would cost him. Company A gave Mr R deadlines with which to provide that evidence.

Mr R was unhappy with Company A's conduct in this respect. He found the emails were sent in too small a font. But more than that he was unhappy with the tone of the email and the pressure he was feeling put under. He's said he felt bullied. He's said this was Company A's way of trying to force an unfair settlement on the estate.

Lloyds responded to the points Mr R had raised in a final response letter dated 12 September 2024. It said the font size was standard and any emails once received could be enlarged for ease of reading by the recipient. Regarding Company A having set a deadline for Mr R to provide evidence, Lloyds said that had been done with a view to bringing the claim to a conclusion. It felt the actions had been reasonable.

Mr R brought the complaint to this Service.

Our Investigator thought Lloyds could likely have handled this claim aspect a bit better. But he was mindful of Mr R's status as executor of the estate and explained that with him acting in that role this Service wouldn't be able to take into account or make any awards in respect of any impact Lloyds' actions had had on him. He was also satisfied that there was no ill intent behind the contact and deadlines set – they were made in line with Lloyds' genuine desire to move the claim forwards.

Mr R said he was satisfied with some of the points our Investigator had made. However he maintained that the setting of deadlines had been unfair and had equated to "weaponised urgency". And, he said, what had been asked of him – to get the complex subsidence work priced up – was an impossible task. Mr R also said he found the stance of this Service

regarding executors to be unfair. He said other Ombudsman services recognise an executor's status and will consider awarding compensation for upset they are caused.

The complaint was referred for an Ombudsman's 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 can see that when Mr R brought this particular complaint to this Service the claim at the heart of it had been going on for a long time. I appreciate there's a long history that sits behind this complaint in terms of the claim. But also regarding the personal circumstances of Mr R. I understand that this has been a difficult time for Mr R and that he has undertaken his duties as executor of the estate seriously and has a genuine wish to complete the task bestowed upon him with due care and attention to detail. I can see, in light of all that why Mr R has found some of the actions of Lloyds, and its agents, to be upsetting.

That said, I should also set out here that, as an impartial assessor of what has gone on, I can also see that Lloyds, as the insurer of the property, for its policyholder, which is the estate, had its own job to do. I can see that Lloyds has sought to move the claim forwards and I've seen nothing which makes me think it was trying to cut corners or act to intentionally negate or limit what the estate would be entitled to receive from it. Sometimes two parties can have very different views about what is needed to achieve the same goal – fair and reasonable settlement of the claim. That doesn't necessarily mean one is acting unfairly.

However, like our Investigator, I do think Lloyds could have handled this claim better at times in 2024. For example, trying to justify Company A's decision to continue to send emails in a font size which did not suit Mr R's needs wasn't particularly helpful. Even if Lloyds is satisfied that its agent's choice in this respect meets with its duty to make reasonable adjustments, or even if it feels no reasonable adjustments were required here – making one small simple change to accommodate Mr R would have been simple.

Similarly Lloyds could have offered more tailored and considerate replies to Mr R when he raised concerns with it about the idea of it cash settling and the evidence Lloyds had asked him to gather. Again that may well have resolved some concerns for Mr R and I think it would have been quite easy for Lloyds to reply in a more sensitive way.

Having noted all of the above, I trust Mr R will feel his concerns have been heard. That though is as far as I can take my findings in respect of this complaint. Mr R has brought this complaint to this Service in his role as executor of the estate. And I'm satisfied that the concerns Mr R has raised have not materially impacted the estate. I realise Mr R has been affected by all of this but Mr R is the executor for the estate.

I recognise, as Mr R has explained, that the role of executor is an important legal appointment. But the rules under which this Service operates, whilst allowing for an executor to bring the complaint on an estate's behalf, only allow me to view the estate as the eligible complainant. And it is only in respect of eligible complainants that distress and inconvenience can be considered and awards of compensation can be made.

I do note Mr R's point that other Ombudsman services are able to award compensation for/to executors. However, as I'm sure Mr R will appreciate, different services will operate under their own respective rules. I cannot alter the way I must consider a complaint or change the awards I make merely because another service operates in a different way.

My final decision

For the reasons set out above, I'm not making any award against Lloyds Bank General Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs R to accept or reject my decision before 17 February 2026.

Fiona Robinson
Ombudsman