

## **The complaint**

Mr and Mrs W have complained that Lloyds Bank General Insurance Limited, trading as Halifax (“Halifax”) haven’t dealt properly with the claim they made for damage to their conservatory.

## **What happened**

In autumn 2022, Mr and Mrs W noticed cracks in their property where their conservatory joined the main building. They also thought the floor wasn’t level and that the doors and windows were difficult to operate. So they contacted Halifax to make a claim.

Halifax thought that the damage was the result of subsidence caused by clay shrinkage due to tree roots. They set up monitoring and assessed movement over a period of 10 months. Minimal movement was identified. Towards the end of this period, Halifax contacted the local authority several times for permission to remove vegetation. The local authority didn’t respond. So Halifax put them on notice that they would be liable if Mr and Mrs W’s home suffered further damage in future.

Given the minimal movement identified during the monitoring, Halifax decided to move to repairing the damage. Mr and Mrs W weren’t happy with the scope of works prepared for Halifax, as they thought the scope didn’t include all the repairs needed. Nor did it include measures to stop any root encroachment under the conservatory. And they said the UPVC specialist appointed by Halifax had told them that it wasn’t possible to restore the conservatory by repairing it and it needed to be demolished and replaced.

Mr and Mrs W complained to Halifax about delays in receiving the scope of work, in a second joint site visit taking place and in a UPVC specialist attending. They were also concerned that they’d not been given accurate information about the roots which had been found or the local authority’s stance on removing vegetation. And they didn’t feel the cause of the subsidence had been addressed, nor had their concerns about the floor level or cracks in their garage.

Halifax accepted they could have dealt better with the claim and paid Mr and Mrs W £700 compensation. And they paid a further £100 for complaints about the attitude of Halifax’s surveyor when he attended their home and a delay in assessing the conservatory report, and £50 for not communicating clearly about the report, which led to Mr and Mrs W believing they would receive a copy.

Mr and Mrs W didn’t think this resolved their complaints and brought them to the Financial Ombudsman Service. Our investigator reviewed the information provided by both parties and concluded Halifax didn’t need to do any more to resolve matters. She reviewed the reports on file and noted that the movement had been minimal during the monitoring period. And, while Halifax hadn’t had the vegetation which had caused the movement removed, they had put the local authority on notice that they would be liable if further damage occurred. And, while she noted what Mr and Mrs W said they had been told, she’d seen no evidence

that the conservatory needed replacing, rather than repairing. And the adjustment of the ill fitting doors was included in the scope.

The investigator did identify delay at various points in the claim process and poor communication with Mr and Mrs W. But she said the £850 compensation they'd paid in total was a reasonable sum to recognise this.

Mr and Mrs W didn't agree with the investigator's view. So I've been asked to make a final 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.

Having done that, I'm not upholding Mr and Mrs W's complaint. I'll explain why, focusing on the points and evidence I consider material to my decision. So if I don't mention something in particular, it's not because I haven't thought about it. Rather, it doesn't change the outcome of the complaint. I'm satisfied I don't need to comment on every point to be able to fulfil my statutory remit.

#### Repairs to the conservatory

I understand why Mr and Mrs W are concerned and why they want more extensive work done to rectify the issues with their conservatory. But it's not my role to decide how an insurer should settle a claim. I have decided whether Halifax's approach is fair and reasonable, based on the policy terms and the evidence available.

As with almost all property insurance policies, Mr and Mrs W's policy gives Halifax the option whether to repair damage or pay a cash settlement. So, while I appreciate Mr and Mrs W want the conservatory replaced, I can't say Halifax's choice to repair or cash settle is unreasonable, because there's no evidence that a lasting and effective repair can't be made.

I've seen that vegetation owned by the local authority was identified as the cause of the damage. Halifax tried to engage the local authority to have that removed but the local authority didn't respond. I can't reasonably say Halifax should have removed the vegetation without permission. But I'm satisfied they took the steps they could, by putting the local authority on notice that they would be responsible if the damage recurred.

I've considered the monitoring reports, which extended over 10 months. I'm satisfied they showed there was minimal movement in the conservatory over this time – even though the vegetation wasn't removed. In the circumstances, I think it was reasonable for Halifax to have moved to remedying the damage. I'm not persuaded that it was necessary to take further steps – for example, installing a root barrier – before they did this.

The reports and photos I have seen say the damage is minimal and can be repaired. I'm aware Mr and Mrs W don't feel that's appropriate and the conservatory needs replacing. They've based this on what they say they were told by the UPVC specialist when he visited their property to inspect.

While I've noted Mr and Mrs W's testimony, the report the UPVC specialist gave to Halifax records only the following:

*“Coming away from the house*

*Gaps up house wall have had silicone temp repairs*

*Doors not working properly*

*From house wall to the front approx. 15mm out of level*

*Gap between frame to corner post due to movement*

*Possible cause could be tree roots from over the fence”*

It makes no comment on, or recommendation about, what needs to be done to rectify the damage to the conservatory. Nor have I seen any indication that Mr and Mrs W have instructed their own expert to assess what work is needed to put matters right. In the circumstances, I don't think it's unreasonable for Halifax to have relied on their own experts' opinions, which say the damage is minor and can be repaired.

Similarly, while Mr and Mrs W maintain the floor is sloping, the documentation on file shows that Halifax's experts have measured the floor and found it to be level. In the absence of evidence which shows something different, I can't say it's unreasonable for Halifax to conclude no work needs to be done in relation to levelling the floor.

#### Delays and customer service

I accept – as does Halifax – that there were failures in the customer service they provided to Mr and Mrs W. And, while subsidence claims do take a long time to resolve, there were delays which added to the time this claim has taken. But, when we consider whether to direct compensation, we have to take into account any awards that have already been made by a business.

In this case, Halifax have already paid Mr and Mrs W a total of £850 compensation. Our published guidance says that we'd consider an award of this level to be reasonable

*“...where the impact of a business's mistake has caused substantial distress, upset and worry – even potentially a serious offence or humiliation. There may have been serious disruption to daily life over a sustained period, with the impact felt over many months, sometimes over a year...”*

I think that description is consistent with the impact Mr and Mrs W say the claim handling has had on them. So I don't think Halifax need to pay any further compensation. Nor do they need to do anything else to resolve this complaint.

#### **My final decision**

For the reasons I've explained, I'm not upholding Mr and Mrs W's complaint about Lloyds Bank General Insurance Limited, trading as Halifax.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 19 May 2026.

Helen Stacey  
**Ombudsman**