

complaint

Mr M is unhappy with the settlement offered by Society of Lloyd's for his claim for accidental damage to a television under his home insurance.

background

In December 2017 Mr M accidentally damaged his television set. He made a claim to Lloyd's who arranged for an engineer to come out and collect the television. The engineer failed to turn up, Mr M says, for three appointments due to a vehicle breakdown. After the third appointment, Lloyd's agreed to consider the claim by Mr M providing photographs. He duly did this. Lloyd's assessed the claim and said the television was beyond economic repair. It offered a replacement television. It also said a like for like replacement of the television would cost £501.86. It was prepared to offer a cash payment for that less the £150 excess on the policy.

Mr M sad he paid over £1,000 for the television, and that the replacement offered was for a different inferior brand of television. He also complained about the three missed appointments for which he had to take time off work. Lloyd's advised there were two missed appointments and offered him £50, and sent him a cheque for that. Mr M was still dissatisfied.

On referral to this service our adjudicator believed there were three missed appointments, which caused Mr M considerable inconvenience. He recommended that Lloyd's pay £150 for the inconvenience caused (including the £50 offered). He thought that the payment offer for the television was reasonable, having regard to the fact that Mr M should be able, for that money, to buy a new television of the same brand as his old one. Lloyd's agreed to increase the compensation payment

Mr M didn't agree and the matter has been referred to me for consideration.

my findings

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

payment for a replacement television

Lloyd's has offered a cash payment of £501.86 for the television (less £150 excess). It says this is the cost of a like for like replacement. And having considered the make and model of Mr M's old set against the cost of a new one of similar specification, I do think that he would be able to buy a new one for that price. This would be of the same brand as his old television. I understand that he paid much more for it originally but the terms of the policy only require that Lloyd's pay for a new item in the same form or style as the damaged item. As technology has advanced since he bought his old television, it's possible to buy a set with similar or more advanced technology for a lower price. I think Lloyd's has offered a reasonable settlement.

If Mr M wants to accept the offer, he should get in touch with Lloyd's directly.

compensation for missed appointments

I think there were three missed appointments. The engineer mentioned three dates and said that on the third date Mr M agreed to supply photos. Mr M says this was after a third missed appointment and I believe him. I can understand how frustrating this would have been. As part of the claim Mr M would have had to take time off for one appointment. The fact that his time was wasted for two more, even if the engineer had a genuine reason for missing them, means that I think he should be paid compensation. I agree with the adjudicator that a payment of £150 would be reasonable.

my final decision

I uphold the complaint in part and require Society of Lloyd's to pay £150 compensation to Mr M for its handling of the claim. It may deduct any sum already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 31 January 2019.

Ray Lawley
ombudsman