

complaint

Mr B has complained about Lloyds Bank General Insurance Limited's handling of a claim under his home insurance policy after he suffered an escape of water at his property. Mr B is represented in his complaint by his grandson.

background

In May 2017, Mr B's home suffered an escape of water which affected the ceiling in his kitchen. He made a claim under his policy which Lloyds accepted. Lloyds appointed a contractor to carry out repair work.

The kitchen had wood cladding on its ceiling and walls. When the contractor removed this from the ceiling, it damaged some of the cladding on the walls. The contractor attempted to replace the damaged cladding but it didn't match the existing cladding. Eventually, Mr B agreed that all the cladding could be removed and the room could simply be plastered.

The plastering took place during October and November 2018. However, Mr B was unhappy at the quality of the plastering work, saying that there were cracks, gaps and lumps. He also said that paint splashes and plaster had been left on windows and that a new fridge-freezer had been scratched.

Lloyds responded over the course of two final response letters.

In November 2018, it denied that its contractor had been responsible for any damage to the fridge freezer, though it offered £100 compensation for poor service.

In January 2019, it offered a further £100 compensation for continued poor service. It acknowledged that there were snagging issues but it disputed it was necessary for the ceiling to be re-skimmed, as suggested by Mr B. It considered that the outstanding work could be completed within a day but said its contractor was unwilling to re-attend the property due to the previous behaviour of Mr B. It therefore offered £200 in settlement of the outstanding work.

Mr B didn't accept Lloyds' offer. He referred his complaint to us. He said the quotes he had received for the outstanding work were in excess of £1,000.

Our investigator recommended that the complaint should be upheld. He considered that photographs submitted by Mr B showed the plastering to be of poor quality. He furthermore considered the photographs showed that plaster had been left on the window frames and that a hole had been left behind the boiler. The investigator noted that Lloyds' contractor was unwilling to return to the property due to concerns over the way its workers had been treated. He therefore considered that Lloyds should meet the reasonable cost of re-plastering to a suitable standard, filling in the hole behind the boiler, and removing the plaster from the window frames. The investigator wasn't persuaded from the photographic evidence that Lloyds' contractor had caused the scratches on the fridge-freezer.

Lloyds didn't accept the investigator's findings. It said that the hole behind the boiler went the width of the house and was unlikely to have been created by its contractor; instead it considered the hole was likely to have been there all along and was simply revealed when the cladding was removed. It said that the window frames simply displayed pre-existing grime and that it wasn't its contractor's responsibility to clean this off.

Mr B accepted the investigator's findings but asked that consideration also be given to the additional heating costs he had incurred due to the hole behind the boiler.

In view of the continued disagreement, the matter has been passed to me for a decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I uphold this complaint. I shall explain why.

I'm satisfied that the photographs show the plastering carried out by Lloyds' contractor has a poor finish. I consider that the ceiling, in particular, needs to be re-skimmed.

Furthermore, the photographs show that there is a significant hole behind the boiler which in my opinion was unlikely to have been there before – at least, not in such a way that it caused an issue for Mr B. Lloyds has suggested that the hole may have been concealed behind the cladding. That may be the case but given that it was Lloyds' contractor who removed the cladding, I consider the onus was on the contractor to fill the hole before plastering the wall.

I also consider the photographs show that plaster was left on the window frames. While I accept that its contractor wasn't required to clean the kitchen of pre-existing grime, it was required to ensure work was done carefully. I consider that Lloyds is responsible for removing the plaster from the window frames.

Lloyds' contractor has apparently refused to go back to the property because of the way its workers were treated by Mr B. I can see that there were some problems while they were working on site; Mr B's grandson has explained that Mr B is elderly and gets confused which seems to have led to the difficulties. However, if Lloyds is unwilling to carry out the work, it must pay Mr B to allow him to get someone else to do the work. Neither Mr B nor Lloyds is apparently now able to produce the quotes which Mr B previously obtained. And Mr B has explained that he is finding it difficult to obtain any quote currently due to the economic impact of the coronavirus and the associated lockdown on local tradespeople. I can't therefore award a specific sum. However, unless it changes its mind and agrees to do the work itself (which is what I understand Mr B would prefer), I consider that Lloyds must pay the reasonable amount which Mr B shows it will cost him (through production of an itemised quote) to carry out this work.

With regard to the scratches on the fridge-freezer, Lloyds has provided photographs from before the work started which appear to show the scratches were already present. Based on this, I consider it unlikely that Lloyds' contractor was responsible for damaging the appliance.

I acknowledge that Mr B will have been caused some distress and inconvenience by Lloyds' poor service. Lloyds has offered a total of £200 compensation. Taking everything into account, I'm satisfied this is fair.

Mr B additionally says he has also been subject to higher fuel bills as a result of the unfilled hole. I haven't seen evidence of this. And Lloyds hasn't had an opportunity to consider this aspect of the complaint. I consider that if Mr B has evidence to show he has incurred financial loss in the form of additional fuel costs as a result of the unfilled hole, he should

present this to Lloyds in the first instance so it can consider whether compensation is payable. If he is dissatisfied with Lloyds' response, he may raise this as a separate complaint.

my final decision

For the reasons given above, my final decision is that I uphold this complaint.

I require Lloyds Bank General Insurance Limited to pay the reasonable amount which Mr B shows it will cost (through production of an itemised quote) to re-plaster to a suitable standard, remove the plaster from the window frames and fill the hole behind the boiler. Lloyds Bank General Insurance Limited may alternatively, and subject to Mr B's agreement, arrange for its own contractor to attend and carry out this work.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 August 2020.

David Poley
ombudsman