

## **The complaint**

Mr B has complained that Lloyds Bank General Insurance Limited provided a poor service and delay when he made a claim under his home and buildings insurance policy.

All reference in my decision to the insurer Lloyds includes its agents acting on its behalf.

## **What happened**

In December 2022 Mr B's home was damaged by an escape of water and he made a claim to his insurer, Lloyds. Lloyds instructed a Loss Assessor (LA) to inspect the damage. There was then a second leak which Mr B reported to Lloyds.

Lloyds decided to settle Mr B's claim by way of a cash settlement, which it can do in line with the policy.

Mr B raised complaints with Lloyds which it responded to in February 2023, April 2023 and July 2023.

In December 2023 Mr B asked us to look at his complaints, which due to time limits set out in Lloyds' responses to his complaints, meant we looked at the issues after 12 April 2023 up to the date of Lloyd's response on 14 July 2023.

Having done so, our Investigator didn't recommend the complaint should be upheld. Lloyds had upheld the complaint that it had caused delay and some poor service. For this it paid Mr B £150 compensation for the distress and inconvenience caused.

The Investigator thought this was enough to put things right.

Mr B disagrees and wants an ombudsman to decide. In summary he has reiterated complaints that are out of time and he's unhappy that we haven't investigated these complaints. He is overall unhappy with the outcome.

## **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.

This service can't consider every complaint that's referred to it. The complaint handling rules that regulate what we can and cannot consider are set by the Financial Conduct Authority (FCA) and are known as the Dispute Resolution Rules (DISP). For us to be able to consider Mr B's complaint(s) we'd need to have the jurisdiction to do so – which means we'd need to be allowed to consider it under the DISP rules.

One of the rules that's set out under DISP 2.8 says:

*“The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service: (1) more than six months after the date on which the respondent sent the complainant its final response...” unless: (3) in the view of the Ombudsman, the failure to comply with the time limits... was as a result of exceptional circumstances”.*

Although the term “exceptional circumstances” isn’t fully defined within the DISP rules, the example given refers to a customer being incapacitated. In short, the bar for determining circumstances as exceptional is set very high.

Because Lloyds responded to the complaint about the costings attached to the schedule of works on 12 April 2023, and Mr B brought this (among others) complaint to us in December 2023, we can’t consider it as it was brought more than six months after the date of Lloyd’s final response letter - unless I consider there were exceptional circumstances preventing Mr B from bringing his complaint to us within the required six-month timeframe.

Having reviewed the final response letter dated 12 April 2023, I am satisfied it meets the criteria for a ‘final response’ for the purpose of starting the six-month time limit. And so it follows that I cannot consider this part of Mr B’s complaint as it was referred to us out of time. I haven’t seen anything to consider there to have been exceptional circumstances which prevented Mr B from bringing this complaint to us within the required six month timeframe. It’s clear from the correspondence with Lloyds and with us that Mr B received the final response letter dated 12 April 2023. He continued to engage with Lloyds about his claim and further complaints during the six month period between April 2023 and October 2023.

I can consider the complaints Mr B brought to Lloyds on 19 May 2023 which it responded to on 14 July 2023 as these are in time.

Mr B was unhappy that he hadn’t had an update since 12 April 2023 on whether Lloyds had received reports from the Home Emergency provider to assist in identifying if there had been a second leak. This would help determine if Lloyds would deduct one or two excesses from the cash settlement it had offered to settle Mr B’s claim.

On 17 April 2023 Lloyds confirmed to Mr B that two excesses would apply. Mr B remained unhappy and Lloyds referred the matter to its underwriters who agreed one excess should apply because it couldn’t be distinguished as to what damage was caused by the first and second leak.

Lloyds apologised for the delay and poor service it provided here. It offered to pay Mr B £150 compensation for the distress and inconvenience caused.

In order to progress matters – as Mr B didn’t wish to accept the cash settlement and didn’t want Lloyds’ approved contractors to carry out the works or visit his home again - Lloyds reiterated its offer for Mr B to provide alternative quotes setting out the cause of damage and the amounts to put things right for Lloyds to consider.

As Mr B hasn’t agreed to this and hasn’t provided the information Lloyds asked for to progress his claim, matters reached an impasse. I appreciate that Mr B doesn’t agree he should have to provide alternative quotes, but his reasons come back to his previous complaint. Mr B asked for a full copy of the LA’s schedule of works (SOW), and received a redacted copy but was unhappy with this. In the previous final response letter dated 12 April 2023 Lloyds responded to the complaint as to why it wouldn’t provide an unredacted copy of the report including its costs.

As explained, I cannot consider this complaint as it is out of time. I appreciate that Mr B remained unhappy and contacted Lloyds again about it, but he was given referral rights to bring this complaint to this service within six months from 12 April 2023. As he didn't do so, I won't make any further comment on it.

I think Lloyds did enough to resolve Mr B's complaint in its response dated 14 July 2023. For the poor service and delay in confirming whether it would deduct one or two excess from the settlement sum, I think the compensation award offered of £150 is fair and in line with awards we give in similar circumstances.

I note from Mr B's detailed response to us dated 29 July 2024 that he has included past and new complaints. Any new complaints will need to be first raised with Lloyds to allow it the opportunity to respond – and if Mr B remains unhappy with their response, he can bring those new complaints to this service within the timeframe given.

### **My final decision**

My final decision is that I think Lloyds Bank General Insurance Limited has done enough to resolve Mr B's complaint in its response dated 14 July 2023. If it hasn't already done so, it should pay Mr B £150 compensation offered for the distress and inconvenience caused.

Lloyds Bank General Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 September 2024.

Geraldine Newbold  
**Ombudsman**