

The complaint

Miss C and Mr H have complained about the handling of a buildings claim by Lloyds Bank General Insurance Limited.

Although the policy is in joint names, Mr H has represented himself and Miss C so for simplicity I will only refer to Mr H.

What happened

The background to the complaint is well known to the parties so it serves no purpose for me to repeat it in detail here. In summary Mr H made the claim after an incident which caused extensive damage to his home in April 2023. The claim was complex and Mr H made many complaints during its course. This has resulted in Lloyds issuing several final responses.

An investigator considered the matter but overall he found that Lloyds had acted fairly.

Mr H appealed. He felt much of what he had provided had not been investigated. As no agreed has been reached the case has been passed to me to determine.

I issued a provisional decision and advised that I wasn't able to deal with any issues not already considered by Lloyds, or issues that have already been determined by this service.

In my provisional decision I said as follows:

Although I've summarised the background to this complaint - no discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

Mr H has said 'a whole host of issues' have not been investigated by the investigator. I should explain that this service can only respond to complaints that have been considered by Lloyds, Lloyds has the opportunity to resolve and a final response has been issued. So although Mr H has asked for various issues to be looked into, we do not have free reign to commence investigations into matters not responded to by Lloyds. I appreciate that this means not all the issues raised with us, or that Mr H would like us to look at, have been considered here.

I recognise that Mr H will be disappointed by my provisional decision, but I agree with the conclusion reached by our investigator. I'll explain why.

- *The regulator's rules say that insurers must handle claims promptly and fairly. So I've considered, amongst other things, the relevant law, the policy terms and the available evidence, to decide whether I think Lloyds treated Mr H fairly.*
- *At the outset I should say I do recognise how stressful and frustrating this process has been for Mr H – and that it has taken a toll on his mental health. Claims of this size will take time to resolve and by their nature will be stressful. I'm sorry to hear*

about the impact the claim has had on Mr H.

- *Because of communication issues (I won't detail them here as they have been the subject of another complaint) Mr H was given a Personal Claims Consultant. I think that was fair. Having reviewed the claims file and notes I don't find that the service he received from Lloyds was below that which he could have expected. I find that staff he spoke to were courteous and professional.*
- *I note that on one occasion Lloyds' contractors didn't advise Mr H that they were on their way to visit Mr H. Lloyds admitted that they should have done and awarded Mr H £75. I find that was fair.*
- *Mr H has said that he was sworn at by an agent of Lloyds in front of his children. Lloyds says that this isn't factual at all and that its agent swore at no-one. I understand Mr H's strength of feeling here. But we are an informal dispute resolution service, not a court of law. This means we cannot require witnesses to attend or cross examine third parties. Accordingly I am not able to determine with any certainty what happened and why and therefore make no finding with regard to this allegation. I'm sorry that this is so.*
- *Mr H has complained about the delays in resolving his claim. I do accept that this has gone on for much longer than is desirable. But because of the extensive damage to Mr H's home I find it was inevitable that the resolution would take some time. And, understandably, there were discussions and differences of opinion along the way which added to the time taken. But overall I don't find that Lloyds delayed matters more than need be.*
- *I understand that Mr H was unhappy that a final payment was made to him when he felt that he didn't want it in full and final settlement of his claim. This was based on Mr H's surveyor's figures. I can see that Lloyds felt a final payment would be better for Mr H as there would be no insurer involvement. It recognised that he could possibly end up getting the work done for less, but it confirmed that it wouldn't be asking for any monies back. It took steps it wouldn't otherwise have done, such as using videos and photos rather than a site visit so that Mr H's surveyor could manage the process going forward. But I can see that Mr H was advised that if he felt that his surveyor was owed any fees he should submit them for consideration.*
- *With regard to his surveyor's fees, Mr H's surveyor proposed a contract administration fee of 15% - this was then negotiated down to 12.5% with Lloyds. I find this was fair, as Lloyds would have paid its own surveyor 10%. I'm not persuaded that, as Mr H says, Lloyds paid his surveyor the 10% fee. Any dispute about the refusal to pay additional contractor fees would need to be raised with Lloyds.*
- *Mr H raised the issue of payment for plants – I can see this was responded to in the final response of 31 October 2023 when Lloyds advised that there was cover under his policy and that his Personal Claims Consultant would review this and provide an update on what she had inspected and agreed. I think that was fair – I can see that matter may have moved on and that Mr H may not be happy with the payment made in respect of plants – but I can't see that this has been specifically raised and Mr H has received a response to this.*
- *I understand that Mr H feels that Lloyds will only change 'if we fine them'. But I should explain that this Service doesn't regulate insurers, that is the role of the Financial Conduct Authority. Nor do we look to punish insurers if there have been*

any errors on its part. Rather we would look to see if the situation can be resolved. Here, as indicated there was an error for which Lloyds offered compensation. I don't find that any further compensation is due or that Lloyds have treated Mr H unfairly.

- *As indicated above, this provisional decision doesn't deal with all the issues Mr H has with Lloyds – this is clear from a conversation he had with a senior investigator following our investigator's assessment. I haven't disregarded several other issues that Mr H mentioned to the senior investigator. But to clarify we cannot provide a continuous overview of the assessment and handling of Mr H's claim; rather we look at individual complaints that have been raised and to a certain point in time. Mr H is not prevented from raising further issues with Lloyds if he so wishes.*
- *In all the circumstances I don't find that Mr H and Miss C have been treated unfairly by Lloyds. It follows that I am not minded to uphold this complaint.*

I invited the parties to respond, but I said that unless the further responses or information changed my mind, my final decision was likely to be along the lines of my provisional decision.

Mr H responded. He didn't feel all his concerns had been looked at. In particular he didn't feel the issue with regards the payment of the surveyor had been addressed. Mr H also expected that there would have been further investigation into the allegation that he was sworn at in front of his children.

Lloyds responded but made no further comments.

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 do understand why Mr H feels that all his concerns haven't been looked at. This is because in this decision I'm only considering some of the issues that he has raised. These are the ones I've set out in my provisional decision.

With regard to Mr H's point regarding outstanding fees, I wrote: *I can see that Mr H was advised that if he felt that his surveyor was owed any fees he should submit them for consideration. And: Any dispute about the refusal to pay additional contractor fees would need to be raised with Lloyds.* I understand that this has been done, but consideration of the issue doesn't form part of this decision.

With regard to the allegation of being sworn at, there is little I can add here to what I set out in my provisional decision. I made no finding.

I recognise that there are ongoing matters for Miss C and Mr H, and I'm sorry that my provisional decision hasn't resolved things. But having considered Mr H's response to my provisional decision (both in writing and by telephone with the investigator) I am not persuaded to change my decision then and adopt it here.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C and Mr H to accept or reject my decision before 17 January 2025.

Lindsey Woloski
Ombudsman