

The complaint

Mr and Mrs R complain about Lloyds Bank General Insurance Limited (“Lloyds”) handling of their claim for storm damage, under their home buildings insurance policy.

I’ll refer to Mrs R in my decision for ease.

All references to Lloyds include its agents and contractors.

What happened

In November 2023 Mrs R’s home was damaged during a storm. She was away at the time but contacted Lloyds to make a claim in December. It arranged an inspection. The claim relating to the main property was declined, but damage to an outbuilding was accepted. Mrs R disputed Lloyds’s decision. Following a further inspection, and review, the claim for internal damage to the main property was accepted. Mrs R describes difficulty getting in contact with Lloyds at this time.

Mrs R says she told Lloyds about a mental health condition she suffers from. She explained this was affected by its delays and poor communication. She also highlighted a physical health condition that was exacerbated by damp living conditions. She says little was done to understand what her needs were relating to her medical conditions. This caused her distress and worry.

Mrs R says she didn’t sleep at her home from mid-December 2023 because her bedroom was damp. But she had no option but to sleep back in her damp property from 6 February 2024.

Mrs R refers to an infection she contracted In February 2024. Due to her existing health issues this was a serious concern. The infection took some time to clear. Mrs R says medical advice was given for her to stay in a more aerated environment. But this wasn’t possible due to Lloyds’s repair delays, and its agent’s lack of care. Mrs R contacted Lloyds to complain about these issues on 12 February 2024.

In its final complaint response dated 13 March 2024 Lloyds agreed with Mrs R. It says she’d made it aware about her concerns with dampness in December 2023. It says its agent should’ve done more, and sooner, to address and help with the concerns she raised. Lloyds’s also apologised for difficulties Mrs R had when contacting it and for a missed appointment. It paid her £500 compensation to acknowledge these issues.

Mrs R didn’t think she’d been treated fairly and referred the matter to our service. Our investigator considered Mrs R’s complaint from the beginning of her claim, in December 2023, up until 3 May 2024 when Lloyds sent its last complaint response. In total the business responded formally to six separate complaints. Our investigator thought it fair to consider Mrs R’s claim as a whole. This is because of the number of complaints she’d made, how close they were in date, and that some issues were considered in more than one response from Lloyds.

Our investigator acknowledged there were delays in Lloyds's handling of Mrs R's claim. This meant she spent longer living in a damp environment. She says the business should've done more when Mrs R told it about her medical conditions. And that it could've expedited the drying process and arranged alternative sleeping arrangements at an earlier date. However, she thought Lloyds did enough to put this right with its total compensation payment of £1,225.

Mrs R didn't agree with our investigator. She says her complaint was about the lack of acknowledgement of her health conditions and the impact this had. This was set out in her email to the business dated 12 February 2024. She says she didn't ask for her other complaint issues to be looked into. She says she already accepted some of Lloyds's responses. Because she didn't agree with what our investigator said she asked for an ombudsman to consider the matter.

It has been passed to me to decide.

I issued a provisional decision in November 2024 explaining that I was intending to not uphold Mrs R's complaint. Here's what I said:

provisional 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 my intention is to not uphold Mrs R's complaint. I'm sorry to disappoint her. This must have been a difficult time for her and her husband, especially when considering their health concerns. But I'll explain why I think my decision is fair.

Making a claim for damage due to a storm is likely to involve some level of inconvenience and disruption. It can also be upsetting. But we expect insurers to handle all claims effectively to avoid unnecessary delays and disruption. I've focused on whether Lloyds did that here. For clarity I'm not considering what Lloyds covered under Mrs R's claim. The complaint I'm considering is about what it did to recognise the health concerns she highlighted, when handling her claim.

I've thought about Mrs R's comments that Lloyds's assessor told her he'd update her in nine days' time about her claim. This was at a meeting with her on 23 January 2024. She says he made contact after a week to say he was waiting on information from Lloyds. A week later she called for an update. Mrs R told the assessor she was unwell and needed to know what was happening. The assessor told her he'd received some information that day and he would be reviewing it tomorrow. At the time of her email on 12 February she says she'd had no further contact.

In her submissions to our service Mrs R says that although this may sound like a relatively minor communication issue, her mental health condition meant this had a significant effect on her. She says by not adhering to the timeframes and information he gave, Lloyds's assessor caused her a lot of anguish and lost sleep. Mrs R says the assessor, when told about her condition, told her it wasn't necessary to record this on file.

In its complaint response dated 13 March 2024 Lloyds acknowledges that Mrs R told it about the dampness affecting her sleeping arrangements. But it doesn't comment on the mental health issue she'd told it about. I can't see reference to this in Lloyds other complaint responses either.

The claim records show Mrs R was asked if there was anything Lloyds needed to know

about her circumstances to help with her claim. The notes show she described her mental health condition and what this means regarding communication. I can't see that Lloyds discussed this further with her. I think it should reasonably have done so to ensure its agents knew how best to communicate with her. And to understand what her condition meant for Mrs R's needs.

The assessor's report makes no mention of Mrs R's condition. I've no reason to disbelieve what she's said about her conversation with him. I think it would've been appropriate to note this and to ask Mrs R what he/Lloyds could do to ensure her needs were met. In not doing so this added to the anxiety Mrs R experienced.

I've considered what Mrs R says about her bedroom being damp. She has several health issues that she explains can be negatively impacted by sleeping in these conditions. Mrs R says she told Lloyds's assessor in January 2024 about this. I can't see any reference to this in his report. I can't see any reference to these issues in the claim notes from around this time either. But this information was recorded by Lloyds when Mrs R first made her claim. Effective handling should mean these issues were taken into consideration throughout the claims process. I can't see that they were.

Mrs R described that her husband also suffers from a health condition that is negatively affected by living in a damp environment. Again, I can't see that this was a consideration during the claim.

The health issues Mrs R describes are of a serious nature. I'd expect the assessor to have discussed alternative accommodation at an early stage because of this. I'd also expect more urgency to have been employed in arranging drying works at the property. The records show this didn't start until March 2024. I don't think this represents a reasonable timeframe.

I can see that payments for alternative accommodation were considered later in the claim. But this didn't happen straight away. Mrs R had valid concerns about staying in a damp environment with her health conditions. Given she'd made this clear in her initial claim, and in subsequent conversations with the assessor, more should've been done to ensure she had suitable living arrangements from an earlier stage. I'm glad she was able to stay with other people for a period. But more care should've been taken by Lloyds and its agent, to ensure reasonable measures were taken to assist Mrs R within the terms of her policy cover.

Mrs R has provided information from her GP. This supports what she says about contracting an infection in February 2024. I can see this took several months to clear. It also shows she was advised to move to "more aerated environments" to aid her recovery. I accept what she says about this being difficult due to Lloyds's lack of help and delays when dealing with her claim.

My decision focuses on Mrs R's emailed complaint dated 12 February 2024, which Lloyds responded to on 13 March. For this period, it's fair that Lloyds recognises the anxiety, distress and inconvenience its delays, poor communication, and lack of thought to Mrs R's health conditions, caused. But I think £500 compensation is reasonable and aligns with what our service considers fair in these circumstances. The business has apologised to Mrs R for the impact its failings had on her, including her difficulty contacting it. It's appropriate that it did this.

Mrs R refers to travel costs she incurred for medical appointments. As above I acknowledge more could have been done including consideration of alternative accommodation at an earlier stage. But I haven't seen evidence that shows Lloyds is responsible for the infection Mrs R contracted. So, I can't reasonably ask it to pay the travel costs claimed. Mrs R also refers to lost wages. I haven't seen evidence in support of this. But it's not been shown that

Lloyds is responsible for her being unable to work. So, I can't reasonably ask Lloyds to consider these costs either.

My intention isn't to diminish the impact these events had on Mr and Mrs R, but I do think what Lloyds has done in response to their complaint is fair. Because of this I can't reasonably ask it to do anymore.

I said I was intending to not uphold this complaint.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Lloyds didn't respond with any further comments or information for me to consider.

Mrs R responded to say that in my provisional decision I reference that Lloyds isn't responsible for her infection. She says the point she made wasn't that it was responsible for her infection but that it was responsible for its longevity. Mrs R says that had she been living in suitable conditions the infection will have cleared up. She says the damp conditions hindered her recovery.

Mrs R says her GP told her she should move out of the damp conditions on her second consultation about her infection. This was recorded in her medical notes, which she says proves it was an important point. Mrs R says that she is no stranger to infections and hasn't previous experienced difficulties recovering from them. She says this is because she hasn't had to live in damp conditions before.

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 so I'm not persuaded that a change to my provisional decision is warranted. I'll explain why.

In my provisional decision I said that Mrs R informed Lloyds about her health issues at an early stage in the claim. This should've meant Lloyds considering these issues throughout the claims process. But from what I've read, it didn't do this. I said alternative accommodation should've been considered early in the claim because of this. In addition, the drying works should've begun far sooner to resolve the damp issues. But again, this didn't happen. So, I agreed that Lloyds hadn't treated Mrs R fairly.

I explained that Mrs R's health issues are of a serious nature, and she had valid concerns about staying in a damp environment. I acknowledged what her medical notes said about moving to a more aerated environment to aid her recovery. And that this was made difficult due to Lloyd's lack of help and its delays. I said it was fair that Lloyds compensated Mrs R for the anxiety, distress, and inconvenience it caused her. And that the £500 it had paid was fair. In saying this I was agreeing with Mrs R that Lloyds actions had negatively impacted on her and her recovery.

In the penultimate paragraph of my provisional decision, I said I hadn't seen evidence that Lloyds was responsible for the infection Mrs R contracted. This meant I couldn't reasonably ask it to pay her travel costs to attend medical appointments or pay her lost wages. On review, having considered Mrs R's further comments, I accept that I could have worded this paragraph differently. I should have said that it hadn't been proven that Lloyds was responsible for the time it took Mrs R to recover from her illness. She didn't say Lloyds had

caused her to contract an infection. And so, what I wrote didn't accurately reflect the situation. I'm sorry Mrs R was upset by this and felt ignored. This certainly wasn't my intention.

That said, it hasn't been proven that Lloyds is responsible for the time it took Mrs R to recover from her infection. It should've handled her claim better, considering her health conditions. Because it didn't Lloyds is responsible for the anxiety, distress, and inconvenience Mr R experienced. But as I explained previously, I think £500 compensation is sufficient to put this right. So, I can't fairly ask Lloyds to do any more.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 12 January 2025.

Mike Waldron
Ombudsman