

complaint

Ms W is unhappy with her home insurer Lloyds Bank General Insurance Limited in relation to a claim she made to it for storm damage.

background

Ms W's home was damaged by a storm and Lloyds accepted her claim. There were some problems at the outset but the parties overcame them and the claim moved on. By April 2016 Ms W was expecting reinstatement work to start imminently but the contractor told Lloyds it was still waiting for authorisation. Lloyds said it had given this already.

By the end of April 2016 Ms W was becoming concerned that work hadn't started. It was agreed that the bathroom would be worked on whilst Ms W was away in May and be reinstated fully by the time of her return on 18 May. This didn't happen. Ms W came home late to find she needed to book into a hotel.

Ms W was concerned about what work was to be done – and, at the end of October 2016, following the repairs apparently being completed, Ms W produced a snagging list. Lloyds didn't consider this until mid-January 2017. The contractor took some time to reply to Lloyds and an appointment was arranged for the snagging issues to be assessed in March 2017.

Lloyds felt that a list of issues that needed repair was agreed at that meeting. Ms W maintained she hadn't agreed that list equated to everything she felt Lloyds was liable for. She appointed her own surveyor. Lloyds said it wouldn't pay for this. In August 2017 the surveyor produced a report in which he made 28 recommendations for repair by Lloyds. He priced all this work at £21,000. Lloyds said it would only pay for the work agreed at its meeting in March 2017. The price of that, it said, was £534.43.

Lloyds also responded to Ms W regarding concerns she'd raised about the conduct of its contractors whilst working in her home. It said the contractors denied the allegations she'd made about them sleeping in her bed and cooking meat in her kitchen. Lloyds said as there was no proof to support Ms W's concerns it couldn't reasonably accept the situations had occurred as reported. So it wasn't minded to pay any compensation for this. It did accept though that there had been delays, poor customer service and poor workmanship during the repairs. For the upset caused by all that it offered £250 compensation.

Our investigator felt Lloyds should carry out some further work at Ms W's property and that the claim had taken too long to reach the point it had. He felt total compensation of £750 should be paid. He also felt that Lloyds should refund half of the cost of Ms W's surveyor's report.

Lloyds wasn't happy to do further repairs, it felt settling in cash was fair. It agreed to pay the compensation and half of the cost of the surveyor's report.

Ms W didn't agree in respect of repairs. She also felt the offer of compensation didn't address how badly she'd been treated.

The complaint was passed to me for a decision to be made. I felt it should carry out work or pay for it to be done, as well as reimburse Ms W's cost incurred for obtaining the surveyor's report and pay her £750 compensation. As my view differed from the investigator, I issued a provisional decision. I've copied my provisional findings here:

“my provisional findings

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

settlement

I think Lloyds can reasonably settle in cash if Ms W wants it to. As long as it makes such a settlement based on what it will cost Ms W to do that work. Lloyds could only insist on settling in cash at its cost, at this stage, if Ms W had frustrated the repair contract it entered into when it began reinstating her home. I'm not convinced she's done that. Although I accept that relations between her and the contractor are clearly broken beyond repair.

I'm not sure how Ms W wants to conclude this claim. As her costs for work have, in the main, been estimated, I'm going to set out below what work I think Lloyds is responsible and it will have to pay for if Ms W chooses to take cash. If Ms W wants Lloyds to do the work, I think it will need to do that but by appointing a different contractor.

outstanding repairs

Lloyds' contractor considered points raised by Ms W's surveyor but Lloyds didn't address these issues in its final response letter. Lloyds' final response offered £534.43 for work it accepted needed doing and it wasn't prepared, seemingly, to entertain that anything further was necessary. The work detailed is different to any identified by Ms W's surveyor and is based on what the contractor would charge Lloyds for that work. I'm not sure what the cost of this work would be for Ms W. Lloyds can either have this re-priced on national rates or it can pay for Ms W's surveyor to price the work.

I've seen no good reason for Lloyds entirely ignoring the surveyor's report. It is an expert opinion that, at least in part, supports Ms W's view that more work needs to be done than Lloyds has so far accepted. But I can't reasonably say Lloyds must just accept its contents. Sometimes I might, as a surveyor's opinion will often be seen to “trump” that of a contractor. Especially a contractor that was involved in the repairs that are in question. But I note that in this report the surveyor doesn't really seem to have given consideration throughout to whether or not the issues he is recommending be repaired have likely resulted from storm damage and/or poor workmanship or not. And I note that at points in his report he is often basing his findings, at least in part, on what Ms W told him happened. So his view isn't entirely persuasive or independent.

Therefore, I think it's reasonable to use his report as a basis for my findings but for me to draw my own conclusions about what Lloyds must do having taken into account all the circumstances and responses. And I'll only be able to fairly and reasonably say Lloyds is liable for carrying out any repair if I find the need for it has resulted from storm damage, poor work or from some agreement having been reached for that work to be done. Where I find Lloyds likely has liability my award will be based on the costs set out by the surveyor.

The surveyor makes 28 recommendations with associated costs.

Ms W accepts that points 6, 14, 15 and 19 are for her to resolve. So I'll say no more about these.

Lloyds' contractor accepts points 1, 4, 8, 10 and 11 made by the surveyor. The total cost for these five items is £560. So, I'll make Lloyds pay this sum.

1 accepted

Point 2 – making good of other cracks and joints in kitchen. The surveyor says that regarding existing issues, not related to the storm damage or repairs, a competent repairer would likely rectify these too. So he thinks Lloyds should. Lloyds has no policy obligation in this respect. And the points in focus here haven't been caused by Lloyds' poor work. I'm not going to make Lloyds pay this.

Point 3 – preparation of woodwork. The surveyor finds this work, which was part of the schedule, has been done poorly. Lloyds' contractor says this wasn't on the schedule. I've seen the schedule. It includes glossing woodwork. Part of competently completing this type of task is preparing the surface. Ms W shouldn't be left with poorly finished work. I'm satisfied Lloyds needs to pay this cost – £60.

4 accepted

Point 5 – fill gaps in gable elevation. The surveyor says the gaps will allow rain in which may cause further damage, so should be filled. Lloyds' requirement under the policy is to carry out repair of storm damage. The gaps in the gable wall are unlikely to have resulted from storm damage – and I note Ms W's surveyor doesn't suggest they have. He seems to think they might let water in. But he doesn't conclude that the repairs Lloyds has carried out are likely at risk with the gaps left in place. So Lloyds didn't and doesn't reasonably need to fix these in order to protect its repairs (ensure they're long-lasting). I'm not going to make it pay for this.

6 accepted

Point 7 – make good cracks. The surveyor said Ms W saw cracks appear on the bedroom wall that adjoined the bathroom when work was carried out in the bathroom. On that basis he says Lloyds should resolve these cracks. Lloyds' contractor hasn't accepted this aspect. It's important for me that the surveyor hasn't provided an expert opinion on whether these cracks were likely caused by Lloyds' contractor's work in the bathroom. Without such an opinion I can't reasonably find that Lloyds' is responsible for resolving this damage. I'm not going to make it pay for this.

8 accepted

Point 9 – make good cracks. The surveyor says this relates to an area of extensive re-plastering by Lloyds so it should resolve the cracking. The contractor denies this. I've seen the scope and it included plastering in this area. I think Lloyds reasonably needs to pay for this item – £80.

10 and 11 accepted

Point 12 – repair flue. The surveyor says the contractor said it sealed the flue. But he found a towel was put in place to catch water. Lloyds' contractor says it didn't put the towel there, it only sealed the flue from the outside. As the contractor was working on the roof, I think it likely sealed the flue externally. Having done that there'd be no need for anything internally to be done. And Ms W's surveyor hasn't tested the external seal or shown or concluded that

it isn't watertight. He doesn't seem to have checked if the flue was sealed externally and rather has assumed that the towel indicates inadequate work. So I think his finding in this respect is flawed. I'm not going to make Lloyds pay for this.

Point 13 – replace rear parapet/valley gutter. The surveyor thinks this is improperly formed, allowing debris to build up and water to overflow. Whilst this may be true it isn't something caused by the storm or Lloyds' contractor's poor work. So its replacement isn't something I can fairly require Lloyds' to pay for.

14 and 15 accepted

Point 16 – specialist vermin assessment. The surveyor noted wasps nests and vermin. He said this needed a specialist to assess on removal and prevention. That may well be necessary but I'm not persuaded it's necessary as a result of storm damage or poor works by Lloyd's contractor. For example, I've found that Lloyds' isn't responsible for the holes in the gable end (point 5). These might well be the route by which the wasps and vermin are entering. Or in any number of other ways. I can't, therefore, reasonably conclude that they're most likely entering through incomplete or poorly completed works. If it's shown that they are then I'd likely say Lloyds should be liable for assessment, removal and related repair costs. But not on the basis of a possibility. So I'm not going to make Lloyds pay for this.

Point 17 – remove and replace insulation and re-floor loft. This is one of Ms W's biggest concerns. She says Lloyds' contractor lifted boarding and didn't replace it. She says the loft was fully boarded before Lloyds' contractor carried out repairs to her home. She says there are contractors who can confirm this. She's provided testimony from family members. The surveyor has commented on the issue in his report. Lloyds' contractor says it didn't take up the flooring.

I've not seen any evidence from any contractors. If I had I might have to consider how persuasive I found their comments. I say this because a contractor visiting to, say, assess a flue, might not pay too much attention to the floor. And it is known that some loose floor boards were in place in some areas. So it isn't necessarily the case there'd have been no safe walk way. And it isn't uncommon for traders to utilise joists in lofts for access for work (depending on what that work is). So I can't fairly conclude, based on invoices for work Ms W has had done in the loft area, that this must mean the loft was fully floored.

Ms W's family have attested to the fact it was fully boarded. But I'm not a judge or in any position to test what they say. And I don't consider them to be independent or non-biased because they are family. So their testimony isn't something I can reasonably rely upon to find in favour of Ms W.

The surveyor is more akin to an independent assessor, although he took on this work for Ms W, rather than acting jointly. But he hasn't carried out any assessment of his own in this respect. Rather he seems to have relied upon what Ms W has said about how the loft was before. But he also clarified that loose boards were in place and he was unable to tell whether they (or any other boards) had been previously fixed to the joists.

With regret for any upset this will likely cause to Ms W, I'm not going to make Lloyds pay for this repair.

Point 18 – drain down and clean storage tank. The surveyor recommended this was done

but didn't explain why he felt this was appropriate. Ms W said it's an open tank that provides drinking water for the property and Lloyds' put a beam on top of it contaminating its contents. Lloyds' contractor denies this and it isn't clear to me if it likely did or didn't. But if the tank was always open that means it's always been open to vermin as well as other sources of contamination. And I've said above it hasn't been shown that Lloyds is responsible for any vermin having access to the loft. And contamination by vermin is far more serious than a bit of dirt and debris from timber. So I'm not satisfied that the need for decontaminating the tank likely stems from anything Lloyds' contractor may have done. I'm not going to make Lloyds pay for this work.

19 accepted

Point 20 – replace leadwork (front elevation) and timbers beneath. The timbers in this area are rotten. The surveyor said according to Ms W the contractors removed lead in this area. The surveyor said whilst it isn't clear if the storm might have caused the timbers to rot, they likely have suffered with the leadwork having been removed. The contractors deny removing lead work. I'm satisfied that rot is not damage I would typically associate with a one-off incident of storm. Rot is damage which occurs over time and usually as a result of timbers being exposed to weather without being properly treated or maintained. And there is no proof that the contractors removed lead work. I know Ms W says it was there before and she has neighbours who can attest to that. But that type of testimony, along with any defence the contractor might want to present, is the sort of evidence that needs testing under oath.

Essentially it is the type of evidence a court would be able to fully consider. I can't say, based on the limited information I have, that Ms W and her neighbours are more likely to be right than the contractor. I'm not going to make Lloyds pay for this repair.

Point 21 – repair 'stopend' (on gutter). The surveyor said Ms W told him that the contractor promised it would fix this. At the point of his visit it was dripping. He said it should be repaired. The contractor said it accepted no liability for this. I've seen no evidence this was caused by storm damage or poor work. And it is Ms W's word against the contractor that an agreement was reached for its repair. I'm not going to make Lloyds pay for this.

Point 22 – replace and review skylight flashings. The surveyor said lifting, sorting the ply beneath and re-fitting the flashing was on the schedule. He says the flashing is fitted incorrectly, allowing water ingress and causing damage. The contractor says this is a pre-existing issue it isn't responsible for. I've seen the schedule. It does require flashing to be lifted and then re-fitted. Therefore, looking at Lloyds' contractor's answer, it either didn't do the work scheduled, or if it did it re-fitted without allowing for rectification of a pre-existing problem which was causing damage and which if left, would likely compromise the repaired ply-board underneath. I'm satisfied Lloyds fairly needs to pay for this to be rectified – £400.

Point 23 – replacement concrete tiles. The surveyor noted the schedule provided for repairing tiles. He said he noted various cracked and damaged tiles across the roof. The contractor's response was the same as across many other areas – this doesn't relate to storm damage and is a pre-existing issue. I don't find the contractor's response in this case to be persuasive. It was accepted there was a storm and that various tiles on the roof were damaged and in need of repair. I've seen no evidence that the contractor fixed all of the identified storm damaged tiles, or that the remaining damaged tiles likely pre-date the storm. And cracked/damaged tiles are something I'd typically associate with storm damage. Therefore, I'm going to require Lloyds to pay for this repair – £500.

Point 24 – review tile fixing (no allowance for repair yet). The surveyor said nails were missing and this might allow the tiles to slip. So he felt this should be further assessed. The contractor denied liability for this. I'm satisfied that missing nails is not damage typically associated with storm damage. And I've seen no evidence that makes me think that the nails are missing due to poor work by the contractor. I'm not going to make Lloyds pay for this.

Point 25 – repair flashing (bathroom vent pipe). The surveyor says this has been incorrectly installed. I note the schedule didn't allow for any related repair to this item/in this area (unlike point 22 above). So I'm not persuaded the incorrect fitment has resulted from Lloyds' contractor's work. And because the finding is that it's been incorrectly fitted, it isn't in need of repair due to storm damage. I'm not going to make Lloyds' pay for this.

Point 26 – specialist rot assessment. The surveyor isn't clear as to why this is felt to be needed. But, in any event, as I said above, rot is not typical storm damage. And I've seen no evidence that poor work by Lloyds' contractor might have caused rot. I'm not going to make Lloyds' pay for this.

Point 27 – realign gutter and make good felt. The surveyor says the gutter is misaligned and the felt is damaged so it isn't directing water into the gutter. Whilst it seems like these are problems Ms W might want to address, I can't see any likely reason why Lloyds should be seen as being responsible for them. I'm not going to make Lloyds' pay for this.

Point 28 – replace detached beam. The surveyor suggests how this beam "may" have been damaged by Lloyds' contractor. And this supposition is based on an event Ms W reported to him. Lloyds' contractor denies liability. Whilst I understand why Ms W thinks Lloyds should replace this beam, I haven't seen any persuasive evidence either linking it to storm damage or poor work by Lloyds' contractor. I'm not going to make Lloyds' pay for this.

Summary – I'm satisfied that there is work outstanding at Ms W property that Lloyds is reasonably liable for. Therefore, it will either have to carry out the repairs or pay Ms W so she can have the work done. If Ms W chooses to take cash Lloyds will have to pay the £534.43 previously promised if not paid already, plus an additional payment to account for what the related work will cost Ms W. It will also have to pay her a total of £1,600 for the points it has agreed liability for and which I've found it liable for from the surveyor's report.

As the surveyor's report has influenced my decision, and assuming they continue to do so in my final decision, I'd expect Lloyds to reimburse the full cost of this to Ms W, plus interest.*

allegations of poor conduct

Ms W said that an employee or employees of Lloyds' contractor slept in her bed. She's retained the sheets to prove this. She says the hob was used to cook meat by an employee or employees of the contractor, with meat fat splashed everywhere. She doesn't cook or eat meat. The contractor denies both allegations.

I have no way to assess the sheets Ms W kept in evidence. Or, even, if she provided pictures of these and/or the hob, of knowing who caused any staining or mess. I appreciate how distressed Ms W feels about the way she perceives the contractor treated her and her home. But I have no clear evidence that allows me to reasonably conclude that the

contractor most likely acted poorly and caused damage as well as upset. Without such evidence I can't reasonably place any blame at Lloyds' door.

Ms W also said the contractor left her house filthy every day and left her car, garage floor and contents covered in dust. I appreciate it was upsetting and inconvenient for Ms W to see her house get dirty. But dust and dirt during messy work like plastering isn't unusual. And I wouldn't expect builders to clean up every day. I can't reasonably compensate Ms W for this distress and inconvenience which has resulted naturally from having had an insured incident that has resulted in necessary but unfortunately messy repairs.

Ms W reported that the contractor broke the garage lock on more than one occasion. I see the contractor has accepted and paid for at least one repair in this respect. More care should have been taken. I accept this was upsetting for Ms W. I'll take this into account when considering compensation.

Ms W also complained that she went away for work on the understanding that the bathroom would be fully reinstated on her return. When she came home it wasn't and she had to book into a hotel. Arranging this was quite difficult. Lloyds accepts that the bathroom in particular should have been reinstated by this point and that the contractor should have at least contacted Ms W to warn her that it wasn't. It paid the hotel bill. Whilst Ms W was able to return home after a short period of staying in the hotel and then working away, work in the bathroom wasn't completed for another four months. And, for a period starting around a month before work was finally completed, only the toilet in the bathroom could be used. I'll take this into account when considering compensation.

compensation

I think this claim has been handled badly by Lloyds. Its own timeline shows periods where the claim just stood stagnant. For example, the end of October 2016 when a snagging list was provided by Ms W until mid-January 2017.

On top of frequent and sometimes long delays the contractor's work was often poorly completed. And even the list of work that related to the £534.43 offered by Lloyds is fairly extensive.

I appreciate that there are clearly, as evidence by the surveyor's report, problems with Ms W's home that aren't related to the storm or the contractor's work, and that, to an extent, these would have made the claim more complicated. But I see no good reason why it took until October 2016 for repairs to progress to a point where they were meant to have been completed, and then for it to take a further four and a half months for a meeting to assess the snagging issues to take place. It was then a further seven months before, in October 2017, a full year after the snagging list was completed by Ms W, Lloyds issued its final response. But I bear in mind that Ms W's surveyor's report wasn't issued until August 2017.

Looking at what needed doing, considering the clear delays that did occur and bearing in mind other repairs cases I see, but also taking into account the time Ms W's surveyor took, I think there's been about six months of delay by Lloyds.

Taking everything into account, I think £750 compensation fairly and reasonably makes up for the distress and inconvenience Ms W was caused by Lloyds' failings during this claim, including its delay."

Lloyds said it was mostly in agreement with my provisional findings. But said it couldn't agree that it was responsible for roof tiles (point 23, Lloyd's to fix or pay £500). Lloyds said that cracked tiles aren't typically associated with storm damage. It feels this damage is more akin to wear and tear. It noted that it should probably not have accepted the external damage under storm and didn't feel the wind speed prevalent at the time was sufficient to equate to storm or to cause damage to heavy cement tiles, particularly without leaving any sign of the tiles having been moved.

Ms W was unhappy with my findings. She said she worked away through the week, so it was when she returned home at the weekend that she found dust and dirt everywhere. Sufficient to amount to a health risk. Ms W said I hadn't taken into account her health and how Lloyds' actions had affected her.

Further, Ms W believes that it's standard practice for a contractor to take photos to evidence the condition of every inch of a property before they start work. Lloyds didn't do this here, nor tell her that it wasn't doing this. If she'd known that, or expected it'd treat her home so badly, she'd have taken photos herself. She shouldn't be penalised and her complaint shouldn't fail on account of any failure to provide evidence. Ms W reiterated that she still has the soiled sheets and can produce witnesses who can testify that she has never had a man sleep in her home.

Finally, Ms W noted that in my provisional award I'd said, if this was being settled in cash, amongst other things, Lloyds should pay:

"An amount to account for the difference between this cost and what it will cost Ms W to have that work done, having re-priced the list from the final response letter in line with my comments above".

Ms W asked for clarification as to what this means.

my findings

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

When I assessed Ms W's report I noted that the surveyor had included some things for repair that didn't, to me, have any obvious or likely link to storm damage. So I didn't think I could reasonably require Lloyds to accept liability for every repair he recommended.

But in considering what was likely caused by storm I was mindful that Lloyds had accepted that a storm had occurred and it had completed a scope of works which set out what it accepted needed repairing as a result of that. Including *"various repairs to roof tiles across the roof"*.

So there was already an acceptance from Lloyds that some damage to the roof had been caused by a storm. And despite this item being included in its scope of works Lloyds hasn't shown that any repairs to any roof tiles were undertaken. Nor has it shown which "various" tiles it was prepared to accept as having been damaged by storm – which might allow me to have determined that the unrepaired ones were likely those that it didn't accept as having been storm damaged. On balance I think it's fair to maintain my award regarding the roof tiles. Lloyds accepted some damage was caused by the storm, it is clear there are still

damaged tiles in place and Lloyds hasn't done enough to convince me it hadn't accepted liability for repairing these (whether such was in error or not).

Whilst it was only at weekends that Ms W came home, rather than daily, I'm still of the view that it isn't unreasonable to expect dirt and dust to occur/be caused during messy work like plastering. I appreciate Ms W found this upsetting but I'm not persuaded the dirt/dust amounted from or was caused as a result of any failure by Lloyds.

I don't doubt that what happened during this claim caused Ms W a lot of upset. I've taken her situation into account when considering the available evidence of what happened. I'm satisfied that there were some failings by Lloyds and that these were partly responsible for the upset experienced. But I'm not persuaded it did anything wrong by not taking photos of the pre-repair condition of Ms W's home or by not telling her it wasn't taking such. That's because taking a record like this of the home isn't standard practice. It isn't something I'd usually expect an insurer to do. Neither side is being penalised here. I haven't, for example, seen something compelling within Lloyds file but discounted it because Ms W hasn't presented clear evidence of her own. Rather I've looked at the available evidence and decided what compensation is fairly and reasonably due for the upset I'm satisfied Lloyds caused. I remain of the view that £750 compensation is fairly and reasonably due in the circumstances here.

I know Ms W believes the contractor acted inappropriately whilst in her home. But I have to take into account that the contractor has denied such allegations. I'm not persuaded that the testimony alone, that Ms W has referred to, would help settle this part of the dispute. And I have no way to compel further testimony from any party or to cross-examine them. In saying that I'm mindful that there is no expert evidence that shows meat was cooked or that the sheets were slept in by a man. For me to make a finding against an insurer I have to be satisfied, at least on balance, that it most likely did something wrong. I'm not satisfied that is most likely the case here.

In Lloyds' final response dated 27 October 2017, it set out a list of work that it said would cost it £534.43 to fix. That was based on the price it would be charged to complete that work. If Lloyds does the work, the cost of it doesn't matter. But if the claim is settled in cash then it will need to pay Ms W so she can complete that work and it is unlikely that she'd be able to do that for the same price. So, if the matter is settled in cash, Lloyds will either have to re-price that work based on national rates (not what it would cost it) or pay for Ms W's surveyor to price that work. Lloyds will then have to pay Ms W £534.43, being its cost to complete that work, plus any additional sum over that amount which reflects what it will cost Ms W to have that work done, as evidenced by Lloyds' re-pricing or Ms W's surveyor's assessment of the costs.

I'd also like to clarify that when I said this provisionally:

"Lloyds' contractor accepts points 1, 4, 8, 10 and 11 made by the surveyor. The total cost for these five items is £560. So, I'll make Lloyds pay this sum."

the amount of £560 was included within the £1,600 I said Lloyds should pay if Ms W chooses to have the matter settled in cash. But if she wants Lloyds to carry out the work, it will have to carry out these repairs along with the rest of the work.

my final decision

I uphold this complaint. I require Lloyds Bank General Insurance Limited to, at Ms W's choice either:

- Carry out the work; identified by it in its final response letter, accepted by its contractor, and that found by myself in this decision as being necessary;
- Reimburse Ms W's cost for the surveyor's report, plus interest*; and
- Pay Ms W £750 compensation.

Or, pay Ms W:

- £534.43 for work it found necessary in its final response letter;
- An amount to account for the difference between this cost and what it will cost Ms W to have that work done, having re-priced the list from the final response letter in line with my comments above;
- £1,600 for the work listed on the surveyor's report which I've found it fairly and reasonably needs to do (which included the cost for the work its contractor accepted);
- An amount equivalent to what Ms W paid for the surveyor's report, plus interest*; and
- £750 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 21 September 2019.

Fiona Robinson
ombudsman

*Interest is at a rate of 8% simple per year and paid on the price of the surveyor's report from the date Ms W paid for it and until settlement is made. If Lloyds Bank General Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from any interest due to Ms W, it should tell her how much it's taken off. It should also give Ms W a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.