

The complaint

Mrs C complains that U K Insurance Limited (UKI) unfairly declined to repair the damage to her front bedroom and landing floors after an escape of water claim under her home insurance policy. She also complains that she was told to clear her bedroom to allow works to take place. But was later told the works wouldn't be taking place.

Mr H holds his insurance with a business operating under a different name. But UKI are responsible for this complaint as they underwrite the insurance. So I'll only refer to UKI in my decision.

What happened

Mrs C has a home insurance policy with UKI. She contacted UKI in December 2020 as there'd been an escape of water at her property. UKI inspected the damage and accepted the claim. They then carried out the required repairs.

But in summer 2021, Mrs C noticed that the floor was soft. She said the floors in the front bedroom and landing were moving. And she felt this was related to the escape of water claim. She raised her concerns with UKI.

UKI arranged for the contractors who'd originally visited Mrs C's property in December 2020 to visit her property in August 2021. But they didn't identify any issues with the front bedroom and landing flooring. They found no water staining or swelling to indicate that the damage was related to the escape of water claim. The contractors said they hadn't found any such damage to those floors when they first inspected the damage in December 2020. Based on the contractors' new inspection, UKI didn't consider that the issues with the front bedroom and landing flooring Mrs C had noticed were related to her escape of water claim.

Mrs C didn't agree. So UKI appointed a second contractor to investigate further. They provided a scope of repairs which included wall replacements. UKI didn't consider such work to be necessary after the escape of water claim. The contractor also told Mrs C to move her items out of the bedroom so that the work could go ahead. Mrs C did that.

As Mrs C was still unhappy, UKI appointed a third contractor to attend the property to investigate the cause of damage to the front bedroom and landing flooring.

During the visit, the contractors noted some movement in the floors. But they didn't find any signs of water damage to those areas. They also checked the property externally and the ceilings from below. But they didn't note any concerns having done this.

After the third contractor had inspected the property, UKI said they considered that the damage to the front bedroom and landing flooring was age-related. As such, it wouldn't be covered under Mrs C's policy. UKI explained their decision to Mrs C. She didn't agree.

UKI told Mrs C she could arrange for her own report to be provided. And if the report confirmed that the damage was related to her escape of water claim, they agreed to cover the cost of the report and the repairs.

UKI sent their final response letter to Mrs C in November 2021. They didn't uphold her complaint. They confirmed their decision to decline to cover her landing and front bedroom flooring within her claim was correct. They'd seen no evidence that the movement in the flooring was related to the escape of water she had in December 2020.

Mrs C was unhappy with this outcome. So she referred her complaint to this service.

In November 2021, our investigator issued his first view. He felt Mrs C's complaint should be upheld. He didn't think UKI had done anything wrong in declining the claim for the front bedroom and landing flooring. But he felt that they should pay Mrs C £200 for the trouble and upset they'd caused her when she was told to move the bedroom furniture. Our investigator also said he'd expect UKI to fairly consider any report Mrs C provided. And carry out any necessary claim-related repairs.

UKI didn't agree with our investigator. They said Mrs C hadn't complained to them about having to move the furniture in her bedroom. So they hadn't had the chance to consider it. They wanted it to be registered as a new complaint.

Mrs C obtained a further report on 10 December 2021. This noted that the floors of the middle bedroom and en suite, which had been reinstated after the escape of water claim, needed some additional work. The report noted that Mrs C had noticed movement in the en suite and middle bedroom floors since the reinstatement work. And that she believed that the escape of water incident had affected the landing and the front bedroom as well.

UKI commented on the report Mrs C had obtained. They said it didn't offer an opinion as to the cause of damage beyond stating what Mrs C believed. And they still felt they were correct in declining to carry out any work on the landing and the front bedroom as they felt those areas weren't affected by the escape of water.

Our investigator issued his second view at the end of December 2021. He felt that the complaint should be upheld. He didn't think the report provided evidence that any repair work required to the front bedroom and landing was related to the escape of water claim. But he did consider that the fact that Mrs C had been told to move the furniture out of her bedroom should be considered as part of this complaint. He also felt that the report Mrs C had obtained showed that there was movement in the en suite and middle bedroom floors. Therefore he felt UKI should reimburse Mrs C for the cost of the report. And either carry out the recommended repairs to the en suite and middle bedroom. Or pay for the works to be carried out by Mrs C's contractor. He also recommended that UKI paid Mrs C £400 for the trouble and upset they'd caused her.

UKI disagreed with the second view. They said when they reviewed the complaint, three separate parties had been sent out to look at the floors. And no one had found any evidence that the landing and front bedroom floors had been affected by the escape of water. They did accept that one of the contractors had led Mrs C to believe that the issues would be repaired by encouraging her to clear the rooms. But noted that she'd never raised this as a concern with them. UKI said they'd reviewed Mrs C's report. They said it didn't attribute the damage to the insured peril. And therefore didn't dispute their experts. They felt that our investigator had dismissed their experts' view.

After some correspondence with our investigator, UKI said that they didn't believe any compensation should be paid as they felt they'd reached a fair outcome. But acknowledged our investigator's view that based on Mrs C's report there was evidence that a full and lasting repair hadn't been carried out. UKI said that although they didn't agree with the investigator's view, they would consider doing the repairs to the en suite and middle bedroom as a gesture of good will. But that they wouldn't agree to compensation or to the

complaint being upheld.

Mrs C contacted our investigator again in January 2022 to explain that the situation at her property was getting worse. She said she was unhappy that no one lifted the carpets when they visited.

Our investigator put UKI's offer to Mrs C. But she turned it down and asked for her complaint to be referred to an ombudsman.

The case was passed to me for review. I asked for further information from UKI. This included confirmation of the repair work they had offered to consider doing as a gesture of good will in the middle bedroom and en-suite.

At this point, UKI agreed to accept our investigator's view. They asked for complaint to be closed so that they could immediately arrange for the repairs to be started.

But Mrs C was still unhappy. So didn't agree to her complaint being closed. She said the landing and front bedroom were still deteriorating. And she still felt this was related to the escape of water damage. Mrs C asked our investigator to ask UKI to look at the landing and front bedroom when they visited the property. Our investigator passed on this request to UKI the same day.

UKI confirmed that they were accepting the schedule for the works in the en suite and middle bedroom, as described in Mrs C's report. And that they were considering offering a settlement to Mrs C at the amount that report had quoted.

Mrs C contacted this service again to explain the situation was deteriorating. Our investigator called her to tell her that UKI would only be covering the areas reached in his view. And that I had advised that I would likely reach a similar outcome. Mrs C said she'd like to obtain a further report. Our investigator informed UKI of Mrs C's plan. And asked them if they'd be happy to start the work they'd agreed to so that delays could be avoided.

UKI agreed to review the additional report Mrs C said she would get in relation to the front bedroom and landing. But noted that the only contractor on their network in Mrs C's area was the contractor who'd incorrectly told Mrs C to remove the bedroom furniture. They said that they were reluctant for them to complete the repairs for this reason. So felt it would be preferable if Mrs C's own contractor carried out the works they'd quoted for. So they felt that a cash settlement was the best way forward.

On 1 March 2022 Mrs C told our investigator that she hadn't yet obtained a quote. And that the contractors who produced the report for her were unable to do the work. Therefore she wanted UKI to arrange for the work to be completed.

Our investigator informed UKI about Mrs C's contractor being unable to carry out the work. And asked them to contact her to arrange for their contractors to carry out the repairs to the areas agreed.

Our investigator allowed Mrs C some time to get a further report. But she hadn't been able to arrange this. So, in order to speed up the required repair work, I decided to issue my final decision.

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 going to uphold it. I agree with our investigator's recommendations. I'll explain why.

To summarise this complaint: Mrs C's position is that her front bedroom and landing flooring were damaged in the December 2020 escape of water incident. And therefore she feels their repair should be covered under that claim. UKI's position is that this flooring wasn't affected by the escape of water incident. And that it is damaged due to wear and tear.

Should UKI repair damage to the front bedroom and landing flooring?

There have been a number of assessments of the front bedroom and landing flooring carried out by specialists. From what I've seen, not one of the specialists has found evidence of water damage to the front bedroom and landing flooring.

I acknowledge that Mrs C considers that the landing and front bedroom floors are water damaged. She said that on the first visit the contractors told her it was water damage. She said that the deterioration in the flooring has taken place since the escape of water incident.

But UKI said that the contractors were clear that the issues weren't related to the claim. And that they would've picked up escape of water damage to the front bedroom and landing during their first visit in December 2020 if there had been any. They also noted there was still no evidence of water staining or water damage to the floors in question. UKI felt that the movement in the floor of the front bedroom and landing was due wear and tear over time. And considered that Mrs C may not have become aware of the movement until after she made the claim for damage to other flooring. They felt she wouldn't have been looking out for changes and defects.

I've carefully considered the evidence and what both parties have said. Having done so, I'm satisfied that there's no evidence that the damage to the front bedroom and landing was related to the claim. So I agree with our investigator that UKI didn't act unfairly or unreasonably when they declined to carry out repairs to the front bedroom and landing flooring. But that they offered to pay for a further report, obtained by Mrs C, if it showed that the damage was in fact related to the claim.

Mrs C did obtain a further report. I'll cover that now.

What did Mrs C's report say?

Mrs C arranged for a contractor to produce a report. This failed to establish that the cause of the damage to the front bedroom and landing flooring was the escape of water incident.

However, it noted that since that time, Mrs C had noticed movement in the floors of the en suite and middle bedroom. The report noted in detail the course of action that should be followed to make good the en suite and middle bedroom flooring.

Based on this report, I agree with our investigator that it's reasonable to say that the ongoing issues with the areas that UKI repaired, that is the en-suite and middle bedroom, mean that a full and lasting repair wasn't carried out at the time. So I can't fairly say I agree the issues are unrelated to the claim.

As the report Mrs C obtained showed that additional claim-related repairs were needed, I'm also satisfied that UKI should reimburse her for the cost of the report.

I'll now consider the distress and inconvenience Mrs C has suffered.

Distress and inconvenience

Mrs C is vulnerable. And has been very concerned that the flooring could collapse at any time. She said the distress the complaint has caused her made her unwell. Mrs C has been concerned about falling through the floor.

Mrs C's report has evidenced that the original reinstatement work hadn't been completed properly. I consider that this could've been identified at one of UKI's contractors' earlier visits. And I'm of the view that if it had been, some distress could've been avoided.

I consider that some of Mrs C's concern about the safety of the flooring is related to the outstanding repairs required to the middle bedroom and en suite flooring. Therefore I'm satisfied that it's reasonable to say UKI have some responsibility for the distress Mrs C experienced.

I also note that the second contractor UKI appointed told Mrs C to remove her items from the bedroom. Mrs C arranged to do this with the help of friends. Given this removal was unnecessary, I don't consider it was reasonable to tell Mrs C to do this. As our investigator said, this would've wasted Mrs C's time. And when it was made clear to her that that part of her claim wouldn't be covered it would've caused her distress.

Overall, I consider that the £400 compensation our investigator recommended is reasonable under the circumstances.

In summary, I acknowledge that Mrs C will be disappointed that I haven't seen evidence that the flooring in the front bedroom and landing was damaged in the escape of water incident. But I'm satisfied that UKI should take further actions, as detailed in this decision. UKI have agreed to take these actions. I would urge them to act as quickly as possible to help Mrs C feel safe, although I acknowledge that contractors have yet to be appointed.

Putting things right

I require U K Insurance Limited to take the following actions:

- Reimburse Mrs C for the cost of the report.
- Carry out the repairs or pay Mrs C's contractor to carry out the repairs, with Mrs C to decide which option is best.
- Pay Mrs C £400 compensation.

My final decision

I uphold this complaint for the reasons above. U K Insurance Limited must carry out the actions detailed in the "Putting things right" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 30 March 2022.

Jo Occleshaw

Ombudsman