

The complaint

Mr and Mrs C complained about poor workmanship / damage caused by Ageas Insurance Limited ("Ageas") whilst it carried out works to settle a damage claim under Mr and Mrs C's home insurance policy.

What happened

Ageas appointed contractors to carry out works at Mr and Mrs C's home to rectify damage to their home following an escape of water claim. However, Mr and Mrs C were unhappy as they said Ageas' decorator caused damage to their solid oak flooring. They thought this may have been caused by the decorator's ladder.

Ageas didn't provide a formal response to the complaint, so as eight weeks has passed the complaint was escalated to our service. Ageas' contractor did say it didn't cause the damage.

Our investigator decided to uphold the complaint. He thought the evidence and testimony provided by Mr and Mrs C was persuasive and it matched the timeline of events. So, he asked for Ageas to repair the damage to the floor or replace it. He also awarded £200 compensation for the distress and inconvenience caused. Ageas didn't respond, so the complaint has been referred to an ombudsman.

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.

Ageas managed the claim and appointed the contractors who carried out the work in settlement of the claim. Therefore, Ageas is responsible for the work that has been carried out. So, if I see evidence that Ageas' contractor did cause damage to Mr and Mrs C's flooring, then I'm likely to uphold this complaint.

I have looked at the evidence Mr and Mrs C has provided to demonstrate that the damage to their flooring was caused by Ageas' contractors. Mr and Mrs C said *"we wish to draw attention to the fact that [Ageas] originally scheduled to replace the living room floor also, until we pointed out that this floor had not been damaged by water ingress and was in excellent condition. It was removed from the [works] schedule. We also noted that [the contractor] when replacing the dining room ceiling and all the necessary other decorative work used a robust special wall to wall protective sheeting. The replaced dining room flooring was left perfectly undamaged. However, in the living room the painter used old soiled sheets. We believe this contributed to the damage as he moved metal ladders around the room"*.

Ageas hasn't provided a formal response on the complaint, so I can't see that it has provided evidence or comments to contradict what Mr and Mrs C said. I think the testimony Mr and Mrs C has provided is logical – if the flooring was in *"excellent condition"* before the works

started and was removed from the statement of works, then I think it seems most likely the floor was undamaged before Ageas' contractors started work.

Mr and Mrs C said that one of Ageas' contractor arranged for a specialist to look at the damage. Mr and Mrs C said the specialist said there was evidence of damage to at least 36 of the flooring boards. Mr and Mrs C has also provided several photographs of the scratches on their floor. I'm persuaded there is damage to the floor. Given, I think the floor was in good condition before the work started and there was damage evident after the work was completed. I think it's reasonable to conclude, it's most likely the contractors caused the damage whilst carrying out the works to Mr and Mrs C's home. I haven't seen any significant evidence or testimony from Ageas or its contractors that gives me reason to doubt what Mr and Mrs C has said. Therefore, I uphold this complaint. I require Ageas to arrange for the repair to the flooring to be carried out within a reasonable timeframe or arrange for it to be replaced on a like for like basis. Alternatively, if Mr and Mrs C are agreeable, then Ageas can provide a cash settlement in lieu of repairing the damage based on quotes Mr and Mrs C provide (Ageas should pay for the cost of the quote if costs are charged). I think Mr and Mrs C have suffered distress and inconvenience because of this complaint. The standard of service from Ageas in dealing with the issue has been lacking and Mr and Mrs C have had to put up with a damaged floor for a long period, so I award £200 compensation.

My final decision

My final decision is I uphold this complaint, I require Ageas Insurance Limited to:

- Arrange for the repair to the flooring to be carried out within a reasonable timeframe or arrange for it to be replaced on a like for like basis.
- Alternatively, if Mr and Mrs C are agreeable, then Ageas can provide a cash settlement in lieu of repairing the damage based on quotes Mr and Mrs C provide (Ageas should pay for the cost of the quote if costs are charged).
- Pay Mr and Mrs C £200 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 14 April 2022.

Pete Averill
Ombudsman