

The complaint

Mr H and Ms N are unhappy that AXA Insurance UK Plc (AXA) caused damage to their home when carrying out repairs following a claim under their buildings and contents insurance. The policy was in joint names but, for ease and because Mr H dealt with the complaint, I'll refer only to him throughout my decision.

What happened

Briefly, Mr H successfully claimed under his buildings and contents policy for damage caused by water ingress. AXA agreed to replace his carpet and Mr H paid the contractors separately to move his furniture and take away the damaged carpet. But he complained that when AXA's contractors replaced his carpet, they caused the following damage:

- Scuffed the newly decorated ceiling.
- Bent the ceiling light fitting.
- Scratched and dented the wall.
- Scratched the wardrobe door.

Mr H also says the newly laid carpet was of poor quality because it had pulled fibres and a crease.

AXA denied causing the damage and pointed out that Mr H had a private arrangement with the contractors for moving the furniture and taking away the carpet. But it agreed to inspect the new carpet it had fitted.

Mr H bent the light fitting back into place himself, and accepted AXA would inspect the carpet. But he didn't think it was fair for AXA to deny responsibility for the contractor's actions which had caused the further damage.

Our investigator didn't think it was fair that Mr H needed to make his own arrangements for the carpet removal, and she thought AXA should've covered that cost. In turn, then, our investigator thought AXA was responsible for the contractor's actions, and it was more likely than not that the damage was caused during the carpet fitting. She recommended that AXA pay for all but the wardrobe door repairs, including 8% simple interest on the carpet removal cost. She couldn't see how the wardrobe door would've been damaged during the carpet fitting, so she didn't ask AXA to contribute to that repair.

Neither Mr H nor AXA agreed. Mr H said the wardrobe door could only have been damaged by AXA's contractors. AXA didn't accept responsibility for the wardrobe or wall, but it agreed to repair the ceiling.

Our investigator discussed the complaint further with both parties and reached agreement that AXA would cover the cost of the repairs to the ceiling and wall. AXA also agreed to contribute 50% towards the repair of the wardrobe door. But Mr H was reluctant to accept that without costing information and he remained of the view that AXA was fully responsible.

I issued a provisional decision in February 2022 explaining that I was intending to uphold Mr H's complaint. Here's what I said:

provisional findings

I've provisionally decided to uphold Mr H's complaint, but I won't be asking AXA to do any more than it has already agreed to do. But, as the position has changed several times over the course of our involvement, I think it's fair to allow both parties a final opportunity to comment before I issue my final decision. I'll explain now.

When Mr H first brought his complaint to our service the position was that AXA had agreed to inspect the pulls in the carpet and offered him compensation for the delays he experienced. AXA suggested he should leave the carpet crease to settle for around 12 weeks and it didn't accept responsibility for any damage. I agree with our investigator that the overall offer at that point wasn't reasonable because the evidence suggested the contractors had damaged the wall and ceiling.

Since then, AXA has agreed to cover the cost of the repairs, limiting its contribution to 50% of the cost to repair or replace the wardrobe door. As the other repairs are now agreed, there's little benefit in going over the details of how that agreement was reached. But I will say that, having considered the evidence, I'm satisfied AXA's offer is reasonable.

Wardrobe

Moving on, I've looked at the photo of the wardrobe door and Mr H's theory of how the damage was caused. The door is scratched near the top and towards the middle of the panel. While I can understand how the wall and ceiling may have been damaged during carpet fitting, it's difficult to see how the same can be true of the wardrobe door. I have no reason to doubt Mr H's theory of how the damage happened but, equally, I have no reason to doubt AXA's claim that it didn't cause any damage.

In the absence of any evidence to tip the balance either way, the fairest outcome does seem to be to share the cost of repair. That's because AXA's contractor accepted they may have caused some damage to the ceiling, so it's not unreasonable to think they may have also damaged the wardrobe door, albeit unknowingly. But I'm aware that Mr H's furniture was moved around when he had private contractors in to decorate, so it would be unfair to dismiss the possibility that they caused the damage.

So, I'm satisfied that AXA's offer to contribute 50% towards the cost of repairing or, if irreparable, replacing the wardrobe door is fair and reasonable in the circumstances.

Repair costs

I understand Mr H is concerned about how the repair costs will be calculated. AXA explained that its contractor will assess the wardrobe door damage and make an offer based on that assessment. That may be for 50% of the estimated cost of repair or 50% towards a replacement wardrobe door. AXA said it will assess and then cash settle the wall and ceiling repairs. Until the assessments are completed, AXA won't know the settlement amount. So, my provisional decision is that AXA should complete an assessment of the damage discussed here and settle all the repair costs for the wall and ceiling, and 50% of the repair or replacement costs for the wardrobe door.

In summary, I think AXA has gone some way to bringing this matter to a close, but it needs to complete the more recently agreed action to put matters right. I realise Mr H will be dissatisfied that I'm not proposing to ask AXA to pay the full cost of the wardrobe door repair or replacement, but in the absence of clear evidence, I can't fairly say AXA caused the wardrobe damage. As AXA had already offered to inspect the new carpet for quality issues,

I'm satisfied it was a reasonable offer and I won't be including that or making any additional requirements in my provisional decision.

I said I was intending to require AXA Insurance UK Plc to:

- *reimburse Mr H the cost of removing his damaged carpet;*
- *pay 8% simple interest* on the amount reimbursed from the date Mr H paid for the removal service to the date AXA makes the payment;*
- *complete an assessment of the damage to the ceiling and wall and pay Mr H the full cost to complete the repairs, and*
- *assess whether the wardrobe door can be repaired. If it can, AXA should contribute 50% towards the cost of repair either through use of contractors or in cash. If it can't, AXA should provide a 50% contribution towards the reasonable cost of replacing the wardrobe door on a like for like basis.*

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

AXA didn't add anything further.

Mr H responded to say that two pieces of information hadn't been included in the provisional decision, which he thought would warrant a change. He said AXA reassured him that all damage caused by the fitters would be rectified, including the damage to the wardrobe door. And Mr H pointed out that he'd already confirmed his decorator didn't damage the wardrobe door because it was removed before the decorator started work in the room.

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 understand this is not the outcome Mr H had hoped for, but I've decided not to make any change to the outcome proposed in my provisional decision. I'll explain.

Firstly, I'd like to reassure Mr H that I did take into consideration the information he has again brought to my attention. I'm not required to comment on every piece of information available to me: instead I consider the complaint as a whole and comment on the key issues which help to explain how I reached my decision. Nevertheless, I'll comment on each of these points now.

I have no reason to doubt that AXA reassured Mr H that it would repair all damage its contractors caused. But the point is that AXA's contractors deny causing the damage to the wardrobe door. Whether or not AXA specifically said it would cover that damage is irrelevant because I can't fairly ask it to pay for repairs which it denies causing and for which there is no evidence.

I understand Mr H removed the doors from his wardrobe before his own decorator completed any work. So, his position is that he can't possibly have caused any damage. But AXA's contractors also deny causing the damage. I have no reason to doubt either party, here, but clearly damage was caused. As I said in my provisional decision, in the absence of any firm evidence that one party or the other caused the damage, I can't fairly ask AXA to cover the full amount. It has agreed to cover 50% of the cost of repair or replacement and, in the circumstances, I think that's fair.

Therefore, I uphold Mr H's complaint, but I won't be asking AXA to do any more than I'd

already proposed.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Mr H's complaint and AXA Insurance UK Plc must.

- reimburse Mr H the cost of removing his damaged carpet;
- pay 8% simple interest* on the amount reimbursed from the date Mr H paid for the removal service to the date AXA makes the payment;
- complete an assessment of the damage to the ceiling and wall and pay Mr H the full cost to complete the repairs, and
- assess whether the wardrobe door can be repaired. If it can, AXA should contribute 50% towards the cost of repair either through use of contractors or in cash. If it can't, AXA should provide a 50% contribution towards the reasonable cost of replacing the wardrobe door on a like for like basis.

*If AXA Insurance UK Plc considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr H how much it's taken off. It should also give Mr H a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Ms N to accept or reject my decision before 22 April 2022.

Debra Vaughan
Ombudsman