

The complaint

Mr R complains that Ageas Insurance Limited (“Ageas”) has offered to settle based on the floor of one room only, following a leak. He wants Ageas to pay for the sanding and revarnishing of the entire wooden floor surface.

What happened

Mr R purchased home and contents insurance from Ageas around August 2021. His policy cover began in September 2021.

Mr R says that Ageas did not send him policy documents in hard copy, and that digital documents were not uploaded to his customer portal at the time of the policy purchase. He acknowledges receiving the welcome letter only.

Documents were later uploaded to the portal around July 2022.

In April 2022, Mr R’s home suffered a leak. Water escaped from a pipe in the loft space and caused damage to an ensuite bathroom and a downstairs cloakroom.

Mr R submitted a claim to Ageas. Ageas sent a loss assessor to Mr R’s home.

They took photographs of the damage and noted that the flooring of the cloakroom was parquet flooring which extended into the hallway and lounge as one continuous surface. The assessor indicated to Mr R that the flooring of the cloakroom, the hallway and the lounge would need to be repaired as one single piece.

Ageas later decided that it would not settle the full area of the flooring and that it would only pay to repair the flooring in the cloakroom. It pointed to its policy documents which stated:

“If you’ve got matching carpets or other types of floor covering in more than one area of your home, and there is a break between them, then we’ll treat each room as separate. By ‘break’ we mean anything used to join or divide carpets and flooring, for instance door bars, floor strips, transition strips and thresholds. We’ll only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

For example, if a lounge and dining room were separated by an open archway and there was a break between two matching carpets, if only the lounge carpet was damaged we wouldn’t pay for the matching dining room carpet.”

Ageas considered that the door aperture into the cloakroom constituted a break and so considered that the remainder of the flooring would not be covered in this claim.

Mr R obtained quotes for repairs and these quotes detailed sanding and varnishing the full floor in order to blend in the repaired or replaced sections.

Ageas has refused to settle on the basis of those quotes as Ageas considers they extend beyond Ageas' liability.

Ageas has offered around £970 towards repairs, whereas the quotes Mr R has obtained are nearer to £3000.

Mr R complained. He complained regarding some other areas of the service, which appear to have been resolved. The main crux of his complaint was that there was no break in the flooring surface between the hallway and the cloakroom, and so it needed to be treated as one single piece in the repairs.

Ageas sent its final response in October 2022, maintaining its decision to only pay towards the repair of the cloakroom floor.

Mr R contacted us.

Our investigator looked into this matter and did not recommend that the complaint be upheld. They did not consider that Ageas' view that the door constituted a break in the flooring was unreasonable.

Mr R did not accept that view and asked for an ombudsman decision.

I issued a provisional decision in respect of this matter in July 2023. In that provisional decision, I set out that I considered that there was no break in the floor surface and the whole parquet floor surface needed to be treated as one. I provisionally directed that Ageas either carry out repairs to the affected area and ensure a seamless finish, or it cash settle with Mr R based on the quotes he obtained. I also considered that Ageas ought to pay to Mr R £250 compensation.

That provisional decision has been shared with the parties and they have been invited to comment.

Ageas has responded accepting my provisional decision. Mr R has not explicitly accepted but has made some additional comments which appear to accept the basis of the decision, albeit with some remaining concerns.

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.

As no arguments against the reasoning of my provisional decision have been received, I adopt that decision and reasoning as my final decision, save for the following clarifications.

- Mr R has corrected a typographical error in which I described the flooring extending to the kitchen, rather than lounge. I am grateful for this and have amended this above.
- In respect of whether documents were uploaded at the outset of cover, Mr R has set out that if he had known there were limitations of this type on his cover, he may have queried this with Ageas or sought alternative cover. I do not dispute this. In this instance, however, I do not think it necessary for me to determine what would have happened as I think in any event the policy wording included Mr R's floor as a whole piece.

- Mr R is concerned about Ageas being entitled to carry out a repair itself as he has lost confidence in Ageas' ability to do this without disruption and to an adequate standard. I understand his concern, but it is appropriate to allow Ageas the opportunity to carry out a repair itself. If it chooses to attempt a repair, I cannot direct how it does so, but Mr R is entitled to a repair to a good standard, and it would remain open to Mr R to complain about the quality of any repair, or any issues during the work, if he is unhappy during that process. This would constitute a new complaint and time limits would start afresh from the time of the work.
- Mr R has described the effects of ongoing work and disruption on him and his family. I have borne this in mind and in particular in relation to assessing compensation.
- Mr R advises that the contractor he previously received quotes from no longer works on wooden flooring, so he has had to obtain a new quote from a different contractor. This is higher due to increases in the prices of materials and labour, and because it includes materials. This is noted and Mr R should provide his updated quote to Ageas to inform its decision. If Ageas elects to cash settle, it must do so on up-to-date quotes.

Putting things right

As previously set out, I consider that to put matters right, Ageas may decide, within 28 days of this final decision becoming binding, whether it wishes to attempt the repairs itself, or if it wishes to cash settle the claim.

If it elects to cash settle it must do so on the basis of quotes which Mr R has obtained, and on the work which he is able to obtain on the free market (i.e., a seamless finish between the cloakroom and rest of the floor as offered by his contractors).

I also consider that Ageas has caused Mr R unnecessary distress and inconvenience in its approach to this claim and that it ought to pay to him £250 compensation to reflect this.

My final decision

For the reasons given above, and in my provisional decision, I uphold Mr R's complaint and direct Ageas Insurance Limited to:

- Repair Mr R's floor, or cash settle the claim, based upon the parquet floor being one continuous surface; and
- Pay to Mr R £250 compensation for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 September 2023.

Laura Garvin-Smith
Ombudsman