

The complaint

Mr and Mrs D are unhappy with the quality of the reinstatement of their flooring by AXA Insurance UK Plc following a claim they made for subsidence damage to their home.

Any reference to AXA includes the actions of its agents or representatives.

What happened

Mr and Mrs D made a claim for subsidence damage to their home to AXA – their home insurance provider – in 2017. Various issues with the handling of that claim have been the subject of a previous complaint and so I'll not revisit them again here.

Mr and Mrs D's claim was ultimately accepted, and as part of the claim settlement, AXA installed new flooring throughout Mr and Mrs D's home through one of its network contractors.

Mr and Mrs D have complained that the quality of the flooring installation is poor. They say the new flooring moves and makes creaking noises, which their old flooring didn't. They say their old flooring was glued down, but AXA failed to install their new flooring in the same way. Mr and Mrs D want AXA to put things right by removing and reinstalling their flooring by gluing it in place.

AXA says Mr and Mrs D's old flooring was a different type to the one they chose to be installed as part of the claim settlement. It says the new flooring has been installed correctly, in line with the manufacturer's guidelines, so it disagrees the installation is the cause of the issues Mr and Mrs D are experiencing. AXA says Mr and Mrs D had a new subfloor and some underfloor heating installed, by their own contractor, prior to the new flooring being laid. AXA says issues with the installation of the subfloor are more likely the cause of the issues Mr and Mrs D are experiencing.

In order to resolve the complaint, AXA has offered to fund having the flooring taken up, and the subfloor independently inspected, to establish whether the cause of the movement and creaking is the subfloor or the installation method of the flooring. Should the inspection show the issues were caused by the subfloor, AXA says responsibility for replacing/reinstating the flooring would fall to Mr and Mrs D. But Mr and Mrs D don't think it's fair to expect them to accept their flooring being taken up, and likely damaged, without clarity as to who will be responsible for paying to put it back.

Mr and Mrs D brought their complaint to the Financial Ombudsman Service where it was looked at by an investigator. The investigator thought Mr and Mrs D's complaint should be upheld. He said Mr and Mrs D's previous flooring was glued down and didn't move or creak. He said it was reasonable for Mr and Mrs D to expect to be put back into the same position they were in before the claim, which would include having their flooring installed in the same way where possible.

The investigator said the manufacturer's installation guide was clear that the new flooring could be glued and that this would be compatible with underfloor heating. He said Mr and Mrs D had provided evidence which persuaded him that the issues with the flooring were more likely to result from the method of installation than any alleged issues with the subfloor or underfloor heating installation. So, he said AXA should cover the cost of removing, replacing and reinstalling the flooring in a like for like way to their previous flooring, i.e., glued. He said AXA could either arrange to carry out the works or agree a cash settlement with Mr and Mrs D. The investigator also said AXA should pay Mr and Mrs D £300 compensation for the distress and inconvenience its poor handling of the matter had caused them.

AXA didn't accept our investigator's opinion. So, as no agreement has been reached, the complaint has been passed to me to decide.

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 agree with the outcome the investigator reached. I'll explain why.

The parties agree that Mr and Mrs D's previous flooring was glued down. But AXA argues that the previous flooring was a tongue and groove system, whereas the new flooring is a click-based system which can either be installed as a floating floor or be glued down. AXA says the fact that the type of flooring being used was different, and that it was being fitted to a different subfloor, means there was no requirement to fit it on a like for like basis. And AXA says the way the flooring has been installed is in line with the manufacturer's guidelines

AXA has also argued that because Mr and Mrs D installed underfloor heating and a new subfloor, gluing wouldn't have been the most appropriate way to fix the new flooring. AXA says the flooring manufacturer confirmed this over the phone.

Mr and Mrs D have provided a report and photos from a flooring company which explain that the installation of the new flooring by AXA was poor and has likely caused the issues Mr and Mrs D have complained about. The report refers to the flooring not being staggered appropriately and having been laid 'decking style' which it says would cause structural instability. The report also suggests inadequate underlay was used. And the photos provided with the report do show many areas of poor finishing, such as large gaps between the flooring and skirting, door bars or doorframes.

Mr and Mrs D dispute that the underfloor heating and subfloor works have caused the issue. They've highlighted that AXA also installed the same new flooring in an upstairs bedroom where no changes to the subfloor were made, and that the same issues are present there too. In addition, Mr and Mrs D have pointed to the installation guidelines of the flooring which state it can be fixed by gluing, that that gluing is compatible with underfloor heating, and gluing the flooring in these conditions will arguably help restrict potential movement of the flooring.

Despite both parties' representations and evidence, as things stand, there is nothing concrete either way to confirm that the issues Mr and Mrs D are experiencing have been caused by the method of installation, issues with the underfloor heating and subfloor, or a combination of both.

AXA has offered to fund an independent inspection into the cause of the issues, on the basis that Mr and Mrs D will need to fund the reinstatement if it's shown that the issues have been caused by the subfloor works, they had carried out by their own contractors. On the face of it, an offer like this could arguably be a fair way to resolve the complaint. But I also need to consider the full circumstances of the claim and complaint, including how long things have taken to get to this point, how much longer further investigations might take, and how likely I think it is that those investigations would result in a fairer outcome.

Taking all of that into account, I don't think it would be reasonable to conclude that further intrusive investigations are required in order to decide a fair and reasonable outcome to this complaint. Instead, despite the available evidence being incomplete and contradictory, I'm confident I can reach a fair and reasonable decision on the balance of probabilities. That is, what I think is more likely than not, in light of the evidence which is available. And based on everything I've seen, on balance, I think the issues Mr and Mrs D have reported were most likely caused by the poor installation of their flooring.

To be clear, I'm not saying the fact the floor wasn't glued automatically means the installation was poor. The installation guidelines are clear that the flooring can be installed as a floating floor. But as gluing was a viable option, and was how the previous flooring was installed, I do think any deviation from this should reasonably have been discussed with Mr and Mrs D. And regardless of whether the flooring was installed as a floating floor or glued, the photos and report I've seen on the installation of the flooring are sufficient to persuade me that the flooring hasn't been installed to a good standard.

AXA suggests the problems have been caused by potential issues with Mr and Mrs D's installation of the subfloor. But I've seen no contemporaneous evidence to support this. For example, I've not seen that AXA's contractor raised concerns or captured any evidence of poor workmanship to the subfloor at the time. And had the subfloor works have been poor, as AXA alleges, this is something I would expect to have been raised by the contractor at the time, as opposed to simply going ahead and laying the flooring over the top of a known poor base without informing either AXA or Mr and Mrs D.

I'm also mindful that AXA's arguments about the floating method used being preferable when installing over underfloor heating doesn't appear to be supported by the evidence. AXA's contractor says the manufacturer told them this over the phone. But I've seen that when AXA asked the manufacturer to put something to that effect in writing it didn't do so. Instead, the manufacturer clearly said both methods (floating or glued) were suitable and that neither would compromise the flooring's warranty. Further to this, as already highlighted, the installation instructions confirm gluing to be suitable, and compatible, with underfloor heating, and suggest that gluing might be better for restricting movement of the flooring – which is one of the key issues with the flooring Mr and Mrs D have complained about.

I also think the fact that the issues with the flooring are present in the upstairs bedroom, where no underfloor heating was installed, provides further support for Mr and Mrs D's position that the issues are more likely than not the result of poor flooring installation, rather than due to issues with the underfloor heating or subfloor installation – as those aren't present in that room.

Taking everything into account, on balance, I think it's more likely than not the issues with Mr and Mrs D's flooring have been caused by the way it was installed by AXA's contractor. So, to put things right, I think AXA needs to either arrange, or cover the cost of, removing and reinstalling the flooring to an appropriate standard – including replacing any part or parts which might be damaged during the removal process. And given Mr and Mrs D have expressed a clear preference for the floor to be glued, rather than floating, and given that gluing is clearly a suitable method, I think AXA should ensure that the new flooring is installed that way – should it carry out the works using one of its contractors.

In addition to the above, I think it's clear Mr and Mrs D have suffered from some avoidable distress and inconvenience as a result of the poor installation of their flooring by AXA's contractor, and due to AXA's handling of their concerns around this. It would be understandably upsetting and frustrating to have to live with creaky flooring for as long as they have. And this would have been compounded by having to make a complaint and pursue it all the way through to the Financial Ombudsman Service in order to get the issue resolved. So, to fairly put things right, I think AXA should pay Mr and Mrs D £300 compensation for the distress and inconvenience it has caused them – in addition to putting right their flooring in the way I've set out above.

My final decision

For the reasons explained above, I uphold Mr and Mrs D's complaint.

AXA Insurance UK Plc must:

- Arrange, or cover the cost of, the removal, disposal and reinstatement of the flooring, ensuring it is installed in the same way as Mr and Mrs D's original flooring (glued).
- Pay Mr and Mrs D £300 compensation for the distress and inconvenience it has caused them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 6 December 2024.

Adam Golding
Ombudsman