

The complaint

Mrs A complains that AA Underwriting Insurance Company Limited have refused to deal with the flooring issues on her claim and have provided poor service.

What happened

Mrs A holds a buildings and contents policy with AA.

In 2022 Mrs A raised a complaint with us about her claim for an escape of water, and an ombudsman issued a final decision on the case on 28 March 2023.

In September 2023 Mrs A raised a further complaint with AA because of delays in dealing with the settlement for the coving and flooring and poor communication. AA issued their final response in September 2023, but didn't uphold her complaint.

In October 2023 Mrs A brought her complaint to us, complaining about the settlement offer and saying that progress had been slow and communication poor.

One of our investigators has looked into Mrs A's complaint and he thought AA should consider if the flooring should be covered in line with the terms and conditions of the policy and pay Mrs A £250 for distress and inconvenience.

AA disagreed with our investigators view, and so the case has come to me to review.

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.

Firstly, I want to make it clear that I can't comment on anything that was the subject of the previous ombudsman's decision, I can only look at issues that have arisen following that. The ombudsman's decision directed AA to send a surveyor to inspect the ceiling and the coving to assess if it should be covered as part of the claim.

I can see that in May 2023 AA's contractors tried to make contact to arrange a visit following the ombudsman's direction. Mrs A was out of the country and asked for the visit to be after 10 June. This visit took place on 16 June and a scope of works was provided to AA on 25 June. The scope was reviewed and Mrs A asked for a cash settlement. AA asked for quotes for the specialist coving in order to assess what the cash settlement would be. Mrs A initially provided a verbal quote, but later provided the quote for £5372.64, which AA have paid. Having looked at the correspondence back and forth on this, I'm satisfied that this aspect of the settlement was dealt with fairly and promptly given that it required specialist assessment and a written quote, and so I don't think that AA need to do anything further here.

However, there is an additional issue relating to the flooring. This wasn't commented on in the ombudsman's decision, but Mrs A has tried to raise her dissatisfaction with the damage

to the laminate and the flooring on a number of occasions, including when the surveyor attended on 12 June 2023.

I can see that in the visit report from 12 June 2023 it is noted that Mrs A's expectations are for "Repairs to the ceiling, floor and walls in the dining area, hallway and lounge".

Under the "Internal Damage Summary", the surveyor noted "The floor is loose at the doors to the hallway – New threshold strip required to restrict flooring" and "The floor from the dining room into the lounge is sagging – Sagging is pre-existing to floor and not to laminate the cause of the damage would not have presented this issue, so no further action". The flooring was also commented on in the final response letter date 27 September 2023, where the case handler said "I understand that you are unhappy with the settlement that we have offered for the flooring and coving".

So I'm satisfied that AA were made aware of issues with the flooring prior to Mrs A raising this complaint with us, and so I don't think it is fair that she should have to raise them separately as suggested by AA in their communication with Mrs A in September 2023.

It appears from the report from June 2023 that AA accept that there is some remedial work required to the laminate at the doors to the hallway, which I note has not been completed since the report was prepared in June 2023 - but they don't accept that the sagging in the lounge and dining room are peril related.

Having considered this report, I don't think that there is sufficient evidence to support AA's findings at this stage. AA have not provided any moisture readings or photographs from that visit, and they haven't lifted any laminate to investigate Mrs A's view that there is damp underneath as a result of the escape of water.

I therefore think it would be prudent for AA to further inspect the floor in the lounge and dining room, and the laminate at the doors to the hallway to establish if the damage is peril rated, or there is any issue of defective workmanship. I don't think it is for Mrs A to prove there is defective workmanship – she and her husband are both elderly and with significant health issues – so I think it is fair for AA to complete a further inspection to try and bring things to a resolution.

I also think that this aspect of the claim should have been dealt with earlier, and the persistent refusal of AA to deal with Mrs A's request for the flooring to be considered has caused her distress and inconvenience. I'm also mindful of AA's failure to replace the threshold bar even though it was in their report. And so in view of that I think it is fair for AA to pay £250 compensation by way of an apology.

Putting things right

In order to put things right, AA should:

- Arrange for a further inspection of the laminate floor and the sagging floor in the lounge and dining room to establish if they are peril related, or as a result of defective workmanship, and then undertake any rectification work arising from that report.
- Pay £250 for the distress and inconvenience caused

My final decision

My decision is that I uphold Mrs A's complaint, and direct AA Underwriting Insurance Company Limited to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 9 October 2024.

Joanne Ward
Ombudsman