

The complaint

Miss C complains that Accelerant Insurance Limited has failed to complete effective repair works on her property following an escape of water claim.

What happened

In May 2021, Miss C's property was damaged following an escape of water. Accelerant and its appointed contractors completed the repairs to Miss C's property with these being fully completed in 2022.

In June 2023, Miss C notified the Loss Adjuster (LA) who handled the claim that she felt there was an issue with the kitchen flooring fitted when the repairs were completed. She explained this was substandard and it was posing a trip hazard to her and her family and that this was previously mentioned to the contractor. She asked that Accelerant assess and repair the damage with a new contractor.

No formal response was sent to Miss C to confirm whether Accelerant would accept the repairs or not. Miss C complained towards the end of 2023 and received no further response or update on the claim.

The complaint was brought to this Service and Accelerant said its LA arranged for the floor to be inspected and this took place in October 2023. The report completed said there were elevated moisture readings in the walls and this could be an ongoing underlying issue resulting in areas becoming damp. It was felt this could be the cause of the damage to the flooring and it didn't agree it was because of faulty workman ship with the initial repair. But this had not been communicated to Miss C as a formal outcome to her claim.

Our investigator looked at the complaint and thought Accelerant needed to do something to put things right. He felt the information provided supported that it was acting fairly when reaching the decision it had with the damage to the floor. He felt there was evidence to suggest the initial contractor was responsible for poor workmanship. But he was persuaded by the LA assessments, that water ingress was more likely to be the cause of the floor lifting.

However, the failure to communicate this to Miss C had caused unreasonable distress and inconvenience as she'd been left without an answer. There were times when she had needed to chase for an update and not received one and the overall poor service over the sustained period of time meant they felt there was significant distress and inconvenience. To put things right, they recommended Accelerant pay Miss C £500 for the distress and inconvenience.

Accelerant didn't comment to confirm if it accepted this proposed outcome. Miss C responded to say she did not accept.

Miss C highlighted the total claim time to date for the works completed with the escape of water and that she never signed to accept the work was completed to her satisfaction at the time. Miss C said she and her family have not been able to fully enjoy their home for 3 years with this being a significant period of her child's childhood. She does not believe there to be

any signs of damp in the house but knows there to be a poorly fitted kitchen floor which she highlighted from the start.

Due to the layout of her kitchen and the area of damage, it cannot be avoided and has a daily impact and she feels this needed to be reconsidered.

Our investigator's opinion remained unchanged and the complaint was referred for decision.

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've decided to uphold this complaint in part, for much the same reasons as our investigator. It is important to note that a previous complaint was brought to this Service by Miss C about the handling of her original claim. This dealt with any issues previously brought and this complaint is only focused on the actions of Accelerant since her concerns about the kitchen flooring were raised.

When Miss C first contacted the LA to raise her concerns about the kitchen floor, these were looked into. But Miss C needed to chase for updates at different points. A survey was completed at Miss C's property on 10 October 2023 and this assessed the damage and whether it was believed to be an insured event.

The assessment confirmed the flooring had been laid without expansion gaps, but there was concerns as to whether this was the reason for the uplifted ridge in the floor now. Moisture readings were compared to levels when the previous repair works were completed and by comparison there was elevated readings. With the elevated readings being on the external wall adjacent to where Miss C's floor has risen internally.

The report also said:

"Concrete floor has foil based underlay with laminate on which has lifted directly under the sink unit. Exposed concrete under the sink unit is patchy but shows areas of saturation"

The opinion of the technician who completed the report was that there is an underlying gradual operating cause which is allowing water ingress. The damp proof course (DPC) was highlighted as being compromised in places and deemed to be the likely cause of this.

Based on this, Accelerant has said it is not willing to authorise the repair works to the floor as it is not satisfied the damage is the result of faulty workmanship.

I don't think this is an unfair claim decision. I appreciate Miss C feels there was issues with the work when this was completed and she didn't sign to accept the quality of repairs. But this doesn't take away from the fact that expert opinion now demonstrates there is signs of water ingress in the kitchen. And importantly, this is within close proximity to where the floor has risen. So I am not persuaded this is not the cause of the damage and because of this, I don't think Accelerant has acted unfairly when it has not agreed to cover the cost of repairs to the floor as the policy excludes loss or damage as the result of a gradual operating cause.

However, while I don't think Accelerant has acted unfairly when it has declined the claim, I think it is fair to say there has been significant failings in the handling of the claim and the communication with Miss C and its claim decision.

Ahead of the survey completed in October 2023, Miss C had been in regular contact with the

LA since June 2023 with her chasing for updates and progress on the claim. It took four months for the property to be reinspected and after this was completed, it failed to update Miss C with its outcome to the claim and whether it was willing to complete the works claimed for.

This meant Miss C has been left without answers and even after a formal complaint was raised, Accelerant still failed to communicate its claim decision to Miss C so she could consider other options to repair the damage to her home. She has been concerned about the safety of the floor and her young child and I think it is fair the Accelerant recognise the impact of this delay on Miss C.

I appreciate Miss C thinks the claim should be upheld and that the recommendation made by our investigator of £500 to recognise this is unfair. The claim from its inception with the original escape of water has been ongoing for a number of years now and this will add to the distress. But as I've set out at the start, the previous claim handling was considered by this Service and this complaint is only focused on the failings of Accelerant with the flooring and its communication and claim handling around this.

Overall, I am satisfied that £500 is a fair and reasonable award to recognise this.

Putting things right

Accelerant should pay Miss C £500 to recognise the impact of its claim handling and delays on her.

My final decision

For the reasons I've set out above, I uphold Miss C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 4 November 2024.

Thomas Brissenden
Ombudsman