

The complaint

Mrs T complains about damage caused by contractors working for Accelerant Insurance UK Limited when she made a claim after an escape of water at her property.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here, concentrating on the key issues.

Mrs T's property is covered by an insurance policy underwritten by Accelerant. She made a claim after an escape of water which caused damage to her property.

Accelerant accepted the claim and they (or their agents) arranged for contractors to attend the property to carry out repairs.

After the repairs were completed, Mrs T contacted the contractors to say that they'd caused damage to her property whilst carrying out the repairs. The contractors came back and fixed a number of issues but didn't address damage to Mrs T's hallway tiles which she said they'd caused.

Mrs T complained to Accelerant. They didn't uphold the complaint. They said Mrs T hadn't shown that the damage was in fact caused by the contractors.

Mrs T wasn't happy with this and brought her complaint to us. Our investigator looked into it and thought Accelerant hadn't acted fairly towards Mrs T. She said Accelerant should repair the damage, replace the tiles or pay for the cost of replacing the tiles.

Mrs T accepted our investigator's view on her complaint and the steps our investigator said Accelerant should take to put things right for her.

Accelerant disagreed and asked for a final decision from an ombudsman. They maintain that there's insufficient evidence to show that the damage was caused by their contractors.

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.

This is a very straightforward case. The simple question for me is whether it's more likely than not that the contractors caused the damage to Mrs T's tiles.

There's no dispute that the tiles are in fact damaged. And there's no dispute that if they *were* damaged by the contractors, Accelerant should pay for them to be repaired or replaced.

I'm satisfied that it *is* more likely than not that the damage was caused by Accelerant's contractors. And I find Accelerant's refusal to accept the evidence of that to be somewhat baffling. I'll explain why.

One – Mrs T has provided photographs of the hallway just prior to the claim repairs. It's evident that's it's just before the repairs because the hallway is under about an inch of water. As I say, it's not disputed that just after the repairs were carried out, the tiles in the hallway are damaged.

Two – the contractors have admitted causing other damage at the property. Whilst that's not conclusive evidence that they damaged the hallway tiles, it might be taken to indicate that they weren't as careful as they might have been when they were carrying out the claim repairs.

Three – there's photographic evidence of one of the contractor's employees carrying out work without protective covers or protection to the surrounds. Accelerant's initial response to Mrs T's complaint was that the contractors can't have caused the damage to the tiles because they always work with covers / protection. Whilst the photograph is of a different area at the property, there's no apparent reason why covers / protection would or should not have been used.

Four – the damage shown in the photographs is compatible with heavy objects being dragged over the tiles. This is exactly what Mrs T described the contractors as doing whilst they were carrying out the claim repairs. I don't have any reason to doubt Mrs T's word on that – and the evident damage fits her description of what happened.

Five – Accelerant sent someone around to assess the damage and appeared to have been willing to address it until that assessment showed the individual tiles couldn't be repaired. They appear to have taken a step back when it became clear the costs might be higher than they'd anticipated.

Taken individually or all together, none of that evidence conclusively proves *beyond any doubt* that the contractors caused the damage. However, I don't think it's fair or reasonable for Accelerant to demand that Mrs T provide absolutely conclusive prove before they accept liability for putting the damage right.

In short, the evidence when taken as a whole very strongly suggests that it's overwhelmingly more likely than not that the contractors caused the damage.

Putting things right

That being the case, it follows that Accelerant should carry out lasting and effective repairs or replace some (if a match can be found) or all (if not) of the hallway tiles or pay for Mrs T to do so.

They should, in other words, put Mrs T back in the position she was in before the tiles were damaged.

My final decision

For the reasons set out above, I uphold Mrs T's complaint.

Accelerant Insurance UK Limited must return Mrs T's hallway to the state it was in before the claim repairs were carried out, as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 13 February 2025.

Neil Marshall
Ombudsman