

The complaint

Mr and Mrs M complain about Gresham Insurance Company Limited's handling of a claim under their home insurance policy.

Gresham has been represented by its agents during the claim. All references to Gresham include its agents.

What happened

Mr and Mrs M had a home insurance policy with Gresham.

In December 2023, following an escape of water (EOW), they made a claim with Gresham that was accepted.

Following this, Mr and Mrs M opted for Gresham to carry out the insured repairs through its agents, and as part of this, Mr and Mrs M chose the required materials, which Gresham purchased.

In February 2024, Mr and Mrs M complained about poor communication and a lack of progress. They also raised concerns about movement in the existing main bedroom floor. In March 2024, they complained about further poor communication, and they also outlined concerns with works carried out by Gresham's agent.

Gresham issued a complaint response in March 2024. It accepted its agent could have communicated more clearly with Mr and Mrs M and responded within a more reasonable time. It awarded £50 compensation.

Following this, Mr and Mrs M reported issues with the flooring Gresham installed in the hall and dining room. In May 2024, Gresham's Surveyor visited the property to inspect the main bedroom, hall and dining room flooring. Mr and Mrs M complained as they were not satisfied with the flooring in the hall and dining room – they wanted the flooring lifted and replaced, or for Gresham to outline clear next steps.

Gresham issued a further complaint response in May 2024. It accepted there was poor communication from its repair agent, and issues with progressing the outstanding snagging works. For the flooring in the main bedroom, hall and dining room, it said the issues were not claim related. It offered Mr and Mrs M a further £400 compensation.

Mr and Mrs M referred their complaint to the Financial Ombudsman Service. They were unhappy with the flooring in the hall and dining room and they said this was due to quality issues with the works Gresham completed. They also remained unhappy with the lack of communication and co-ordination on the claim and wanted a breakdown of Gresham's offer of compensation. They said it took till May 2024 for the majority of the works to be completed.

The Investigator initially upheld the complaint and recommended Gresham uplift and replace the hall and dining room flooring. And they asked Gresham to pay Mr and Mrs M a further

£200 compensation to recognise they had been without use of the dining area and the resulting distress and inconvenience caused.

Gresham then provided evidence to show the same flooring had previously been installed in the living room (prior to and unaffected by the claim), with no noticeable difference compared to the flooring in the hall and dining room.

The Investigator reviewed this further and didn't uphold the complaint. They said it was not fair to ask Gresham to uplift and replace the flooring as there wasn't enough evidence to show the issues were due to poor workmanship. They said Gresham had fulfilled its obligations under the claim and it was Mr and Mrs M's decision not to use the dining room despite the flooring not being noticeably different to the existing living room floor. So they said the total £450 compensation Gresham had awarded was fair in the circumstances.

Mr and Mrs M didn't agree. They said the compensation should be increased to reflect the stress caused, the time they invested, the overall delays and the impact of Gresham and its agents on them. They said the flooring in the hall and dining room should be replaced as Gresham hadn't put the flooring down right.

Because the complaint couldn't be resolved, it's 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.

I should first set out that I acknowledge I've summarised Mr and Mrs M's complaint in a lot less detail than they've presented it. Mr and Mrs M have raised a number of reasons about why they're unhappy with Gresham. I've not commented on each and every point they've raised but, instead I've focused on what I consider to be the key points I need to think about. I don't mean any discourtesy by this, but it simply reflects the informal nature of this service. I assure Mr and Mrs M, however, that I have read and considered everything they've provided.

The Financial Ombudsman Service is a dispute resolution service, not the regulator of the insurance industry. So it's not our role to fine and punish a business. Our role is to look at whether a business has acted fairly in the circumstances of the complaint and decide what it needs to do where it hasn't.

Part of Mr and Mrs M's concerns are about the way Gresham handled their complaints. But complaint handling isn't a regulated activity, so I'm not able to consider this aspect of their complaint.

Hall and dining room flooring

Mr and Mrs M reported issues with the flooring Gresham installed in the hall and dining room. They said the issues were related to how the flooring was fitted by Gresham.

The terms of Mr and Mrs M's policy allow Gresham to settle the claim by carrying out repairs to the insured damage. Gresham chose to do this with Mr and Mrs M's agreement, so I'd expect Gresham to carry out an effective and lasting repair. This represents what our service considers a fair and reasonable approach to repairs.

Mr and Mrs M chose the flooring, which Gresham then purchased and installed. So, in order for me to find Gresham responsible for issues with the flooring, I'd need to be satisfied the

issues were caused by, or due to, the way in which Gresham installed the flooring. But if the issues were due to the nature of the flooring itself, and because the flooring was chosen by Mr and Mrs M, I wouldn't then consider it fair to hold Gresham responsible for this.

Gresham's repairing agent had previously confirmed the issue was due to the nature of the flooring itself. Gresham's Surveyor inspected the flooring in May 2024. They acknowledged there were 'lips' on the floorboards in both rooms, but they also noted the same flooring and lip was apparent in the existing flooring in the living room (lounge). Because the living room flooring was in place prior to the EOW, and was unaffected by the EOW, the Surveyor concluded the issue was likely related to the nature of the flooring itself, as identified by the repairing agent.

I consider a Surveyor to be appropriately qualified to make a fair and sufficiently persuasive assessment on the cause of the issues to the flooring. And having reviewed the photos of the flooring in the hall and dining room, compared to the existing flooring in the living room, I'm not persuaded there's evidence to show a noticeable difference in the flooring, or evidence to show the flooring in the hall and dining room was laid poorly or incorrectly by Gresham.

So on balance, I think it's more likely than not that the issues Mr and Mrs M reported to the hall and dining room flooring were due to the nature of the flooring itself. And for the reasons outlined above, I don't consider it fair to hold Gresham responsible for this, and I won't direct it to do anything else.

Main bedroom flooring

Gresham covered the main bedroom flooring in its complaint response, so for the sake of completeness, I've considered this too in this decision.

This flooring was already installed when the EOW occurred. The main bedroom has an ensuite that backs on to the master bedroom where the EOW took place. Mr and Mrs M said they noticed movement in the main bedroom floor following the EOW. They said the drying carried out by Gresham may have caused the house to be overly warm, and over-drying may have affected the floors.

Gresham's Surveyor reviewed this flooring too in May 2024. They noted the repairing agent carried out moisture readings of the ensuite and main bedroom and this didn't indicate water had travelled into either area. So I'm not persuaded the EOW caused any damage to the main bedroom flooring.

In addition, the Surveyor considered the specific drying equipment used in the property, along with the duration it was used. They also discussed this directly with the drying agent and it was agreed that over-drying, as suggested by Mr and Mrs M, was not a possibility in the circumstances. I consider the conclusion reached by the Surveyor was reasonable and I'm not persuaded damage was caused to the main bedroom flooring as a result of the EOW or the drying carried out by Gresham. So I don't consider Gresham responsible for the issues with the main bedroom flooring and I won't direct it to do anything else.

Fair compensation

Mr and Mrs M have raised a number of concerns, including poor communication, poor management of the claim, poor workmanship, delays and the time they've had to invest in resolving things. As explained above, while I may not outline or comment on each and every point Mr and Mrs M raised, I've read and considered everything they've provided.

The claim was notified in December 2023 and Gresham arranged for a Surveyor to visit in the same month. Drying started in the month after, around January 2024 and strip out works started around February 2024. By around March 2024, the initial works had been completed. Up until that point, I think Gresham carried out the insured works within a reasonable amount of time.

But, Gresham accepts it communicated poorly with Mr and Mrs M initially, in that it didn't make information clear enough to them or respond to their contact within a reasonable time. I've reviewed the evidence and I consider this supports what Mr and Mrs M said about the poor communication. In addition, I've seen evidence to show Gresham caused some confusion by quoting the incorrect excess amount initially.

Gresham also accepts there was further poor communication from its repair agent, and there were issues with progressing the snagging works. Having reviewed the evidence, I'm satisfied the snagging issues went beyond what would reasonably be expected in the circumstances, and I think it took Gresham longer than reasonable to resolve this.

Mr and Mrs M wanted a breakdown of Gresham's offer of compensation, but this isn't in line with our approach to compensation. We consider the circumstances and impact as a whole. Overall, having considered Mr and Mrs M's submission in detail, I'm satisfied that Gresham's actions caused them considerable distress, upset and worry, with the impact lasting over many months.

And while the flooring issues impacted on Mr and Mrs M significantly, I've explained above why I don't consider Gresham responsible for this.

Gresham has offered Mr and Mrs M a total of £450 compensation, and this is in line with what I would have awarded in the circumstances. So I won't require it to increase this.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 15 May 2025.

Monjur Alam
Ombudsman