

The complaint

Mr N complains Zurich Insurance PLC (Zurich) haven't agreed to replace flooring as part of the claim he made under a home insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. Mr N's property was covered under a home insurance policy provided by Zurich. In October 2023 Mr N noticed mould in his property and so reported a claim to Zurich. A leak was identified and repaired, and Zurich accepted Mr N's claim. As part of the repairs to Mr N's property Zurich agreed to replace the flooring in Mr N's property, except for the second bedroom. It said the flooring in this room was undamaged and was separated by a door bar.

Mr N raised a complaint with Zurich. He said the flooring in his property was consistent throughout. He said the policy required Zurich to reinstate his property back to its original state prior to the loss, which included the flooring being uniform throughout.

Zurich issued Mr N with a final response to his complaint. It said there was a clear division between the hallway and the second bedroom. It said there was a door bar and the flooring is fitted separately either side of the door bar. It said the policy didn't include a term requiring all floors be replaced to match and so it didn't agree to replace the floor in the second bedroom. Mr N didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. She said she thought the policy terms required Zurich to repair and restore the damaged property and the flooring in the second bedroom was undamaged. She said she didn't think the flooring in the second bedroom would be considered a matching set as there was a clear division between the hallway and the second bedroom. And so, she thought it was reasonable for Zurich not to replace the flooring in the second bedroom as part of the claim.

Mr N didn't agree with our investigator. He provided further evidence which he said showed there was damage and mould under the floorboards in the second bedroom. He said it was necessary for the flooring in the second bedroom to be replaced. This evidence was shared with Zurich to comment on.

Our investigator considered the further evidence provided but didn't change her view on the complaint. She said she didn't think the evidence Mr N had provided proved there was mould on the floorboards, and she would have expected to see mould on other parts of the flooring. She said the damage to the flooring was likely a consequence of the door bar being removed, and was minor. She said she thought this wouldn't be visible once the door bar was replaced and so didn't agree this meant the flooring required replacement. Mr N didn't agree and so asked for an ombudsman to consider the complaint.

As Mr N didn't agree with our investigator, 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.

I want to acknowledge I've summarised Mr N's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr N and Zurich I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Zurich should handle claims fairly, and shouldn't unreasonably reject a claim. The terms of the policy explain Zurich will replace, rebuild, repair or restore the property damaged to a condition equivalent or substantially the same as its condition when new.

The terms of Mr N's policy also includes a clause which states:

'G23 Reinstatement to Match

The insurers will pay the cost of replacement or modification of undamaged parts of the Building that form part of a suite, common design or function where the DAMAGE is restricted to a clearly identifiable area or to a specific part.'

I acknowledge Mr N has more recently provided information he says show the flooring in the second bedroom is damaged, but prior to this there was no evidence the flooring in the second bedroom was damaged, and so it didn't require replacement due to its condition. Therefore, I've considered whether the flooring in the second bedroom formed part of a suite, common design or function.

Based on the photos provided of Mr N's property, I can see the flooring in the hallway continues throughout the rest of the property with no break, and so I would consider this to form part of a common design. However I'm satisfied there is a clear divide between the flooring in the hallway and the second bedroom. There is a door bar between the two rooms, and the flooring is fitted separately either side of this door bar. And so, whilst I acknowledge the flooring in the second bedroom matches the flooring of the hallway, I don't consider this to form part of a suite, common design or function. Therefore, it wouldn't be reasonable to require Zurich to replace the flooring in the second bedroom if it is undamaged.

Mr N has provided further evidence which he says shows there is damage to the flooring in the second bedroom. He has provided images which he says shows damage to the edge of the floorboards and mould present on the underside of the floorboards.

Zurich's loss adjustor has reviewed these images and has said:

- They don't think the images show with certainty there is mould present.
- The images show two strap marks on the boards, likely from when the wood was originally strapped together, and there is no mould present in these areas. They would expect mould to be present across the entirety of the board if present.
- The floorboards from the front of the room didn't appear to be mouldy, and this is where they would expect the water damage to be present given mould would generally spread in certain environments.

- If the water had travelled from the master bedroom to the second bedroom, the damage would be more extensive.
- The small chips on the front section of the floorboards are minor, and likely a consequence of lifting the door bar, and wouldn't be visible when the door bar is replaced.

I think what the loss adjustor has said in relation to this to be persuasive. I don't think the photos of the floorboards are conclusive that mould is present. And if mould had spread into the second bedroom, I would have expected to see mould on the floorboards to the front of the room. Mr N has only shown the underside of one floorboard in situ, and this is toward the centre of the room.

In terms of the damage to the front of the floorboards, this damage does appear to be minor and wouldn't be visible once the door bar is replaced. I don't think this minor damage means it is necessary for Zurich to replace the entire floor within the second bedroom. And in any event, I think Mr N was intending to replace these floorboards regardless given how important a uniform design throughout his property was to him.

On balance, I find what the loss adjustor has said in relation to the mould and damage to Mr N's flooring in the second bedroom to be most persuasive. And so, I don't require Zurich to include the flooring in the second bedroom as part of Mr N's claim.

I know this will be disappointing for Mr N as he feels strongly the floor in the second bedroom should be replaced. However, for the reasons I've explained I think Zurich have acted fairly when it has declined to include this within the claim settlement.

My final decision

For the reasons I've outlined above, I don't uphold Mr N's complaint about Zurich Insurance PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 10 July 2025.

Andrew Clarke
Ombudsman