

The complaint

Mr H and Mr W complain about the way AXA Insurance UK Plc handled a claim they made on their landlord insurance policy.

As Mr H has been the main correspondent for the claim and complaint, I've only referred to him in this decision.

What happened

There was an escape of water at Mr H's property. AXA accepted the claim but Mr H was unhappy with the progress of matters, complaints were made to AXA and referred to this Service.

As part of the repairs, new laminate flooring needed to be laid in the property, which is a two-bedroom flat. The flooring was laid, with a break at the threshold of one of the rooms. Mr H complained to AXA that this isn't how the flooring had been before. He said the previous flooring had continued across the threshold of rooms without any breaks or door thresholds, so this is what he wanted. As such the flooring was re-laid to have the door thresholds removed. Having done so, Mr H remained unsatisfied, he said the pattern of how the laminate was laid was no longer consistent. There was a section, where the hallway leads into the lounge, that was laid differently to the rest, so aesthetically, the pattern didn't match.

At Mr H's request, AXA ultimately paid Mr H £1,000 for the issue with the flooring. It said this would allow him to have the necessary area lifted and re-laid. Mr H wasn't satisfied and complained, AXA issued a complaint final response in May 2024. It maintained its position on the floor was reasonable, it said it would pay £150 compensation for the unnecessary trouble and upset caused.

Mr H referred the complaint to this Service. He said he wanted AXA to pay him what it had paid its contractor to lay the flooring. He also said the compensation offered wasn't sufficient and that there were issues with the paintwork completed by the contractor as part of the repairs.

Our Investigator initially said, given that AXA had only paid its contractor £715 for the works, Mr H had already been compensated more than this.

Mr H said that amount wasn't enough though for him to have the entire flooring across the property replaced. He said the flooring was one continuous pattern, and so it all needed to be re-laid. Ultimately, our Investigator then recommended AXA pay the full cost of Mr H replacing the entire floor. She said two contractors had failed to address the issue with the pattern and so it was reasonable that the whole floor, laid throughout the flat, would need to be replaced. She also recommended AXA assess the issues with the paintwork, and that AXA increase its compensation to £400.

Mr H was happy with that outcome, AXA wasn't entirely. It accepted the compensation and said it would assess the paintwork. But in relation to the flooring, it said it hadn't failed twice to resolve issues with it. It said it had re-laid the floor in the incorrect pattern in a small

section (having removed door thresholds) and Mr H had refused to allow them to return to put matters right, which is why a cash settlement had been offered and accepted by Mr H.

As the matter hadn't been resolved, it came to me to decide. In July 2025 I issued a provisional decision on this complaint. I said I wouldn't revisit the compensation or paintwork issues as it seemed those had been resolved. I said I didn't intend to uphold the flooring part of the complaint, as I didn't think it had been shown the entire flooring needed to be replaced as a result of the small section where the pattern didn't match. A copy of what I wrote is below.

It's accepted that there is a small section of floor where visually the pattern of how the lengths of laminate have been laid is different to the rest of the flooring. AXA's position is that the whole floor doesn't need to be replaced and that the affected section (in the hall and leading into the lounge) simply needs carefully lifting and re-laying in the correct pattern. Its contractor is satisfied it is possible to do and says it hasn't failed to put matters right; it wasn't allowed the opportunity to do so.

Mr H says AXA tried two or three times to fix the issues with the flooring and couldn't. He also said as the floor is laid as one with no breaks, the entire floor, across the whole flat, would need replacing to fix the issue.

I don't intend to decide how many times AXA has (or hasn't) tried to fix the issue of the flooring. I say that because I don't think it makes a difference to the outcome of the complaint. It seems accepted by both parties that AXA offered to reattend to do further works to the floor to fix the pattern issue – which it maintains can be done without lifting all of the flooring – and Mr H refused, instead asking for a cash settlement.

Important for me is that Mr H hadn't, at the point he'd referred the complaint to this Service, tried to have the section of flooring rectified, using the funds he'd received. And he hasn't, as far as I'm aware, provided any evidence to support that the small section of affected flooring cannot be re-laid in the correct pattern. So I'm more persuaded by AXA's testimony on this, that it's likely the floor can be rectified if it's lifted and re-laid carefully. And Mr H hasn't shown that relaying the section of the floor in question would cost more than the £1,000 he's already been paid.

Mr H also hasn't provided any evidence that the entire flooring throughout the flat needs replacing. Even if the lounge (where the main issue is) needed completely re-laying, there are no issues with the pattern of the flooring in the bedrooms, for example. I therefore can't see why the bedroom flooring would need to be removed at all, never mind replaced. As such, I don't intend to require AXA to do anything further, in relation to the floor, to resolve the complaint.

Responses to my provisional decision

AXA didn't provide a response, Mr H did. He didn't accept it. He said AXA had had more than two chances to put matters right, and the reason he hadn't instructed another contractor is because he'd have no guarantee from anybody; it all needs to be replaced so that one person can be solely responsible for the guarantee.

He says he is a multi-skilled craftsman with over thirty years engineering experience, who can personally lay the type of flooring, and he can say it's been laid incorrectly and because the laminates are interlocking, a repair like AXA as suggested is not possible.

He further said AXA hadn't responded to a DSAR he made in September 2024. Mr W (the other policyholder) also responded to say after consulting with professional laminate

installers, he's received consistent feedback that relaying this small section is practically impossible.

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.

Whilst I appreciate Mr H's strength of feeling on the matter, in his responses to my provisional decision he hasn't provided me with anything, from a suitably qualified expert, which persuades me the entire floor needs relaying across the property. I accept Mr H has experience in this area; however, he isn't, and cannot be, an independent expert witness on his own complaint. Mr H says he's consulted laminate experts, but I haven't been provided with their comments to consider.

I understand this has been a long running claim for Mr H and there have been other issues, but they're not relevant to my consideration of matters relating to the floor. Our awards are not designed to be punitive, for example. So a poor claim journey doesn't mean I'd simply require AXA to replace the entire flooring. Our role as a Service is to put a customer back in the position they would've been in (or as close as possible) where something has gone wrong.

Here, the issue is that a small section of laminate is laid in a slightly different pattern. Mr H disputes it's a small area, but my view is that it is a small section compared to the overall footprint of the flat. I'm not persuaded, based on everything I've seen, that AXA's offer to put matters right is unreasonable for this section to be resolved. As such, I'm not going to require AXA to do anything further in relation to the flooring.

In relation to Mr H's DSAR request, he would need to refer concerns over AXA's lack of response to the Information Commissioner's Office (ICO). Having reviewed the emails relating to the DSAR, it was requested for a breakdown of costs for the work carried out on the property. I can't see how not having this information has affected the claim or complaint such that I should award Mr H compensation for it not having been provided.

My final decision

My final decision is that I require AXA Insurance UK Plc to pay Mr H a total of £400 compensation (including the £150 it's already offered) to resolve the complaint, less any amount already paid. I also require AXA to assess the issues Mr H has raised regarding the paintwork.

AXA must pay the compensation within 28 days of the date on which we tell it Mr H accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require AXA to take off tax from this interest. If asked, it must give Mr H a certificate showing how much tax it's taken off.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mr W to accept or reject my decision before 9 September 2025.

Michelle Henderson

Ombudsman