

The complaint

Mr P complains that Financial & Legal Insurance Company Ltd (“FLIC”) left a large hole in the floor of his home following repairs covered under his home emergency insurance policy. When I mention FLIC I also mean its suppliers and contractors.

What happened

Mr P had a home emergency policy with FLIC covering domestic emergencies.

He made a claim for an leak inside his home.

FLIC sent out a plumber who cut through the floor in Mr P’s bathroom to fix the leaking pipe. To do this, the plumber cut through the vinyl floor covering and then through the floorboard.

Having fixed the leak, the plumber left the hole in the floorboard.

Mr P complained. He said he expected that the vinyl damage wouldn’t be fixed, but he’d been left with a large hole in his bathroom floor he didn’t think was safe and especially not at his age.

FLIC didn’t respond in the eight weeks it’s allowed, so Mr P brought his complaint to this service.

FLIC then responded and said it wouldn’t repair the hole as the policy didn’t provide cover for it.

Our investigator looked into Mr P’s complaint and thought it wouldn’t be upheld. She noted that the policy provided cover for refilling holes in solid floors, but not internal boarded floors.

Mr P didn’t agree with the view and asked that his complaint was reviewed by an ombudsman. So it’s been passed to me to make a 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.

Having read the file of evidence I’ve been provided, I’m not upholding Mr P’s complaint. I do appreciate this will be a disappointment for him, and I’ll explain why I’ve reached this decision.

I understand Mr P has made his own, temporary, repair to the hole while he waits for this decision. What I’ll also do is point out that it’s possible his buildings insurer (if he has one) may provide some cover for the repairs. However, it’s also possible that such a repair could fall below the excess and I’d suggest he examines his policy wording and coverage if he chooses to follow this path.

I’ve looked at the cover given by FLIC under the terms of the home emergency policy. This

sets out:

“What we cover:

We will assist you in the event of an incident to your internal plumbing or external drainage system. Cover includes the replacement of leaking pipes, clearing blockages, repairing taps, restoring toilet facilities, leaking overflows.

We do not cover:

Reinstatement costs relating to the original surface of a drive, path, decking or any other surface which is excavated as part of a claim”

So, under the terms of the policy, FLIC will repair the issue it's been called out for, but not the work to reinstate the work it took to uncover the issue.

Mr P has also pointed out that there is some cover for “Reinstatement” under the wording, but that only applies to filling-in a hole dug to fix external pipes and drains. The cover talks about filling the external hole, but not the covering of it (i.e., the floor).

I've thought about this, and unfortunately for Mr P I don't think the policy covers the repair of the floorboards or coverings.

I can see Mr P has also talked about a previous policy he had which he says covers the repair of such a cut hole and I agree that may be the case with that other policy.

But in this case, FLIC's cover doesn't include it and I'm not able to say it's acted fairly in not repairing this hole. I do appreciate this isn't the outcome Mr P wanted, but I'm not upholding this complaint.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 November 2025.

Richard Sowden
Ombudsman