

The complaint

Mr W has complained that Admiral Insurance (Gibraltar) Limited unfairly declined a claim under his home insurance policy for accidental damage to laminate flooring.

What happened

Mr W made a claim to Admiral after he accidentally knocked over a tin of paint which spilt on the laminate floor in his kitchen. Under his home insurance policy he had accidental damage cover for his home contents but not buildings.

Admiral declined the claim. It said the laminate flooring was part of the building rather than a content and so not covered by his policy.

As Admiral didn't change its decision, Mr W referred his complaint to this service. I issued a provisional decision explain why I wasn't minded to uphold the complaint. An extract from my provisional findings is set out below:

"The policy wording doesn't specifically mention flooring. At this service we generally take the view that laminate flooring, where the individual planks are glued and/or fixed under a skirting board or beading is part of the building and not a content. Glued boards can't easily be lifted up without being damaged. The same applies if skirting boards have to be removed to access the flooring. Unlike a carpet this type of laminate flooring is difficult to remove intact. Essentially this type of flooring has become part of the building.

There are, however, some situations where we regard laminate flooring to be part of the home contents. Typically, this will be when the flooring is a re-usable click together type of laminate that is laid within a room as a carpet would be and not under any of the fixtures and fittings.

Mr W has provided evidence that no skirting boards or kitchen units had to be removed to lift up the old flooring. His flooring supplier has also confirmed that the old flooring was a click together type.

Having looked at the photos supplied by the parties, I think in this case it was reasonable for Admiral to treat the laminate flooring as part of the building. That's because it was fitted under the skirting boards and (in a different area) beading, although I appreciate the skirting boards didn't have to be removed when the laminate flooring was taken up. It also appears from marks on the floor after the laminate was removed that it had been glued down. As a result it had become fixed to the structure and therefore amounted to part of the building for the purposes of the insurance policy."

In summary Mr W made the following points in response:

- The floorboards weren't glued down. They clipped together and didn't require any kind of adhesive.
- Laminate flooring is such a large and valuable item that Admiral should have made it clear in the policy wording that it was excluded from cover.

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.

As mentioned above, after looking at the photos I can understand why Admiral thought that adhesive had been used to glue down some sections of the flooring. But I accept Mr W's evidence that this was not the case. It doesn't however affect my reasoning as the flooring was still fitted under the skirting boards and can therefore reasonably be classed as a fitting.

I've reviewed the terms and conditions of Mr W's policy. Whilst laminate flooring isn't specifically excluded from the contents cover, I don't think it needs to be. I say this because it isn't reasonable to expect an insurer to list everything it is prepared to cover or not cover. I appreciate that laminate flooring is large and expensive but this might well apply to a number of other items in the home not classed as contents. The definition of "**Contents**" in the policy is clear that it doesn't include "*Any part of the **buildings***" and the definition of "**Buildings**" includes "*permanent fixtures and fittings*". For the reasons explained above I think it was reasonable for Admiral to say that the laminate flooring was a permanent fitting.

Overall, although I can appreciate Mr W's disappointment, I don't think he has been treated unfairly or unreasonably by Admiral.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 6 October 2025.

Elizabeth Grant
Ombudsman