

## **The complaint**

Mr H and Mrs H are unhappy with Ecclesiastical Insurance Office Plc's (Ecclesiastical) decision to decline part of their claim made under their holiday home insurance policy.

Any references to Ecclesiastical include its agents.

## **What happened**

In March 2020 Mr H and Mrs H made a claim to Ecclesiastical for damage caused by an escape of water in their holiday home. They were unhappy with Ecclesiastical's handling of the claim and with the conclusion some of the damage wasn't caused by the leak. They referred their complaint to the Financial Ombudsman Service. I issued a final decision in March 2024 and said to put things right, Ecclesiastical needed to reconsider the part of the claim about the sub-structure of the bathroom floor.

Following the final decision, Ecclesiastical carried out further investigations into the damage in the sub-structure of the bathroom floor. It subsequently said the inspection didn't conclude there was any evidence to show damage to the sub-structure was caused by the escape of water so it wouldn't take any further action. Mr H said he'd supplied photos to support his claim the floor was bowing, which he said had been caused by the escape of water.

Ecclesiastical considered Mr H's concerns but didn't alter its claims decision, saying the floor appeared to have been bowing for a long time, and noted the presence of undersized joints. It said it had taken the steps required by the previous final decision and didn't alter its claims decision.

Mr H referred his concerns back to the Financial Ombudsman Service where they were considered by one of our investigators. He said the findings of the expert appointed by Ecclesiastical were persuasive in concluding the escape of water wasn't the cause of the bowing floor.

Mr H didn't agree, saying he and Mrs H had made numerous requests that the evidence of the bowing floor be considered, but this hadn't happened. As an agreement wasn't reached, the case was 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.

Here, we have two differing accounts of whether the escape of water caused further damage to the bathroom floor. It's not in dispute the bathroom floor bows. Mr H and Mrs H say the floor bows because of the escape of water but Ecclesiastical disagrees, saying this was pre-existing. In the face of conflicting accounts, I need to decide which version I find myself more persuaded by. And having considered all the information provided, I've reached the same conclusion as our investigator and for the largely the same reasons.

I'm satisfied Ecclesiastical reconsidered the sub-structure of the bathroom floor and took appropriate steps to do so by appointing a suitably qualified expert. The overall conclusion from the engineer's structural report was that there was no evidence of damage *"to the first floor within the bathroom that could be caused by the escape of water incident."* The engineer also noted there was deflection, or bowing, of the bathroom floor but noted the presence of undersized joints and noted he'd expect the deflection as a result.

Mr H and Mrs H say Ecclesiastical haven't addressed any of the photos they've sent in relation to the bowed floor. I don't agree and I'm satisfied Ecclesiastical have considered these and provided appropriate comments. I'm not persuaded the absence of previous commentary about the bowed floor meant that it was unnoticed. But, on balance, I don't find the photographs alone persuasive in showing the floor bowed because of the escape of water.

I'm satisfied Ecclesiastical's decision not to take further action is reasonable. It's supported by a detailed report undertaken by a suitably qualified professional which made the finding there weren't any signs of damage attributed to the escape of water. It follows; I'm not going to require Ecclesiastical to take any further steps to put things right.

### **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 H and Mrs H to accept or reject my decision before 19 January 2026.

Emma Hawkins

**Ombudsman**