

## **complaint**

Mr C complains that UIA (Insurance) Limited has backtracked on its offer to compensate him for damaged kitchen floor tiles following his flood claim.

## **background**

Mr C claimed to UIA after an escape of water at his home caused damage. His claim has been dealt with other than his kitchen floor tiles and he said UIA offered him £30 per square meter which he initially refused as he thought this wasn't enough. He said UIA has since refused to change the tiles at all. He said he would like to accept UIA's original offer.

UIA appointed a contractor that reported only one tile damaged in the incident. It said the floor tiles were poorly installed and the cause of damage isn't the escape of water but the space underneath the tiles that means they are vulnerable to movement. It said the damage isn't as a result of a one-off insured peril and isn't covered by Mr C's policy.

The investigator didn't recommend that the complaint be upheld. She said Mr C said there were about six damaged tiles, but she hadn't seen evidence of this. She said the damage to the tiles didn't appear to be due to the escape of water, but from an impact of some sort. The investigator said it wasn't unreasonable for UIA to decline to cover the damage to the tiles.

Mr C disagreed saying there were many damaged tiles, and UIA have photos. He said damage was due to the force of water breaking the tile joints and penetrating underneath, and his subsequent cleaning. He said UIA's photos wouldn't show this as they were taken five days later. He said other areas of the house have tiles which remain undamaged. He sent photos and film of the damage and requested an ombudsman review his complaint.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've looked carefully at UIA's handling and decisions on Mr C's claim to see if it has treated him fairly.

Initially UIA sought a compromise solution to the floor tiles, but when its contractors were able to remove the obviously damaged tile in Mr C's kitchen and determine the method of installation, it reached the conclusion that the damage wasn't claim-related.

The reports of the contractors who visited Mr C's home are that the damage to the tiles is due to poor installation and not the escape of water. They show the tiles have been attached by mortar dabs rather than a combed bed of adhesive, causing them to be weaker and susceptible to movement. Photos show the tile is chipped along the fracture line suggesting impact of some sort. The photos show no evidence of water penetration below the lifted tile. I think that had water been present there it seems reasonable to expect that it would've affected the surrounding tiles too.

Mr C has provided evidence which he says shows the tiles were damaged not as a result of how they were built. I disagree, the evidence from his film and UIA's photos shows the tiles were laid with inadequate adhesive and were therefore susceptible to cracking on impact.

I think it much more likely that the impact came from other causes than the escape of water and subsequent cleaning of the tiles. I haven't seen any evidence of water penetration around the mortar of the kitchen tiles, or evidence of how the tiles were laid in other areas of Mr C's home, and so I can't say that UIA was unfair to decline this part of Mr C's claim.

From the information and the pictures I've seen, I think that the damage is related to poor installation of the tiles rather than to an insured event. Claims for damage related to poor workmanship are excluded by Mr C's policy and so I don't require UIA to do anything further about his claim.

I realise how strongly Mr C feels about his claim for the damaged kitchen tiles, but the evidence and his insurance policy don't support his arguments and so I think UIA has treated him fairly in its decision to decline to pay him for new tiles.

**my final decision**

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 July 2018.

Andrew Fraser  
**ombudsman**