

The complaint

Mr S is unhappy with the way Royal & Sun Alliance Insurance Limited (RSA) dealt with his claim under his home insurance policy following an escape of water.

What happened

In January 2022 Mr S made a claim on his home insurance following an escape of water. RSA accepted the claim and sent a drying company to review the damage and carry out any drying that was required. In the meantime, Mr S installed his own drying equipment.

The drying company were unable to inspect the subfloor in the kitchen as the floor covering was still down and Mr S didn't want it removed until the repairs were to be carried out. Mr S was warned that failure to remove the covering might prevent the floor from drying out fully. Moisture readings were taken and further drying equipment was installed.

The drying company returned a few weeks later and took further moisture readings through the floor covering which was still in place. These readings were acceptable, but a full dry certificate couldn't be issued because the flooring hadn't been removed during drying. The loss adjuster also attended the property and prepared a scope of works.

RSA agreed to a cash settlement, but Mr S wasn't happy as this didn't include a full replacement of the screed floor. Mr S provided some photos and quotes for replacement of the screed from his contractors. RSA said that these showed no water damage to the concrete floor but accepted that there was some cracked screed. The settlement offer was increased to include the screed repair and this was paid in July 2022.

Mr S complained to RSA. He said that he worked in the construction industry and wasn't happy with the number of different companies who were dealing with his claim and that the loss adjuster and technical expert were inexperienced. He also complained that the settlement offer didn't include a replacement of the screed floor. RSA said that it was usual practice to use different experts to deal with different aspects of a claim and it was satisfied that the people involved were suitably experienced. It referred to its terms and conditions and said that if a repair was sufficient to put the floor back into the same position as before the damage, it wouldn't consider a replacement. It said there was no evidence to indicate that the floor needed replacing but it offered to send its loss adjuster to examine the floor again provided the covering was fully removed.

Mr S brought his complaint to this service. Our investigator didn't think RSA had acted unreasonably. She said it wasn't unusual for insurers to instruct different experts and that it was for RSA to choose what level of experience they required. She thought RSA's offer to repair the floor was fair as it had also offered to reinspect the floor, and to consider any additional evidence.

In October 2022 Mr S obtained a report from a contractor who said that there were environmental issues and that the screed should be replaced. RSA said it wasn't clear what the environmental issues were, and Mr S agreed that it could re-visit the property to inspect the floor. Although the floor covering wasn't fully removed, RSA was satisfied a repair was

suitable to put the floor back into a pre-incident condition.

Our investigator considered the new information but didn't think there was anything to suggest that the environmental issues were related to the escape of water. Mr S didn't agree and asked for an ombudsman's decision. He obtained a further report from another contractor who said that the floor had frozen during cold weather due to delays in drying. This caused the screed to crack and that it should be replaced. RSA disagreed and maintained that the screed was suitable for repair. It said if there was any damp still in the concrete floor this was not due to delay on RSA's part, but because the floor covering wasn't lifted during drying. The matter has now come to me for 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.

The main issue is whether the screed floor needs fully replacing or whether a repair would put the floor back into its pre-incident condition. RSA and Mr S disagree about this. Having looked at all the information I don't think there is enough evidence to say that RSA should offer a full replacement – and I'll explain why.

RSA said that the full extent of the damage to the screed wouldn't be evident without removal of the floor covering. I think this was a reasonable conclusion. Whilst I appreciate Mr S's reasons for not wanting to remove the floor covering, RSA can't be expected to agree to repairs or replacement without viewing the damage.

RSA reviewed its position when it saw some photos of the sub floor. However, both RSA's loss adjuster and technical expert said that there was nothing in these to indicate that a full replacement was required. It agreed that there were cracks to the screed but said these were suitable for repair. Based on the information available, I don't think RSA's decision to repair was unreasonable – particularly as it hadn't been able to fully examine the sub floor and it had offered to visit the property again in order to do so.

I've looked carefully at what Mr S's first contractor said. He concluded that the floor wasn't fit for purpose. He said that there were environmental issues which could lead to health problems due to damp. He said a full replacement of the screed was required and provided a quote. However, there is no explanation of how he came to this conclusion or what the environmental issues were. He doesn't mention taking any moisture readings or whether the floor covering was removed to allow a full inspection. Moisture readings were taken of the floor by the drying company and Mr S when the drying equipment was removed, and there was nothing to indicate at that stage that the floor wasn't dry. I don't therefore find this report particularly helpful.

Mr S agreed that RSA could re-examine the floor. On this occasion, part of the screed was visible, and the loss adjuster accepted that there were some cracks. They concluded that the repair would include a layer of screed over the whole floor and filling in the area where the screed had come away. Once again it wasn't possible to fully examine the floor as Mr S didn't wish to remove the covering, so I don't think it was unreasonable for RSA to offer a repair based on what its loss adjuster had seen.

I've also considered Mr S's second report from a different contractor. He concluded that the screed was suffering from frost damage which had occurred due to a delay in drying. However, I've not seen any evidence that there was a delay to the drying, or if there was a delay that it was caused by RSA. Mr S installed industrial drying equipment immediately after the leak occurred and this remained in place until the drying company attended and

installed their own equipment. Mr S was advised to lift the floor covering during the drying process, but he chose not to do so. He was advised that this could lead to moisture being trapped in the sub floor. Despite the flooring remaining in place, when the drying equipment was removed 19 days later the moisture readings were acceptable. The drying certificate, however, included a caveat that the floor covering had not been removed. If there was any trapped moisture in the sub floor which subsequently froze, I think it's most likely that this occurred because the floor covering remained in place preventing the sub floor from fully drying. I don't think this was RSA's fault and I haven't seen any evidence of unreasonable delay on its part.

I appreciate that this must have been a difficult time for Mr S with a leak in his home and the subsequent repairs that were required. However, I don't think on balance that RSA has done anything wrong. In the circumstances, I think RSA's offer to repair the screed floor, rather than replace it, was reasonable.

Mr S also raised issues regarding the number and experience of RSA's experts. It's not unusual for different experts to be appointed. Each has its own technical expertise and will deal with different aspects of the claim. It's not for me to tell RSA which experts to appoint – or how much experience they should have. The experience of experts goes to the weight of any evidence they give. I haven't seen anything to indicate that RSA's experts don't have suitable expertise – and I've considered their evidence along with that of Mr S's experts when considering this complaint.

I know that Mr S will be disappointed with my decision but I'm not upholding his complaint for the reasons stated above.

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 S to accept or reject my decision before 13 November 2023.

Elizabeth Middleton
Ombudsman