

The complaint

Mr D complains about Aviva Insurance Limited (“Aviva”) for its decision on his claim following a leak at his home. He wants Aviva to base settlement on replacement of the full ground floor flooring.

What happened

Mr D holds buildings insurance with Aviva. His policy includes cover for matching sets in limited circumstances.

His home has continuous wooden flooring throughout the ground floor from the open hallway into an under stairs area and a downstairs WC. The flooring continues into a further two rooms with thresholds and glass filled doors.

Mr D’s home suffered a leak in the downstairs WC, causing damage to the flooring in that room and under the stairs.

Mr D submitted a claim for the damage.

Aviva accepted the claim and appraised the damage. It offered settlement based on the flooring in the WC and the under stairs area, of around £3000, minus the excess.

Mr D was not happy. He considered that the flooring was a continuous surface beyond those areas covering the full downstairs floor. He consulted a flooring contractor who confirmed that the flooring product was no longer available and quoted around £15,000 to replace the ground floor flooring with a similar product.

Aviva declined to cover the other areas. It pointed to the policy wording which required that the matching set be within the same room or open plan area and argued that the two affected areas were separate rooms, with solid doors.

Mr D complained to Aviva. Aviva sent its final response in August 2023, maintaining its decision.

Mr D contacted us.

Our investigator looked into this matter and recommended that the complaint be upheld. They considered that the flooring was continuous throughout the ground floor and so it would not be fair to expect Mr D to instate thresholds to the two affected rooms, when he would then lose the continuous effect of his flooring. They recommended that a fair resolution would be for Aviva to pay 50% of the cost that it would be to replace the flooring in the unaffected downstairs areas.

Mr D accepted that view. Aviva did not respond. The matter has therefore been passed for an ombudsman 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.

I have read my colleague's view and I agree with her assessment of the flooring. Whilst the two affected rooms do have doors, they do not have thresholds and have a clearly continuous flooring surface into the open hallway which ought to be considered as a single surface.

There are two further rooms which have thresholds, but the flooring continues beneath the thresholds and the rooms have glass doors so there is an open plan feel to the area.

The investigator recommended that Aviva pay 50% of the cost of full replacement. They considered that 50% was fair to reflect that there was some distinction between the rooms, but that in replacing only discrete parts of the floor would require Mr D to lose the continuous effect of the flooring and so would not properly indemnify his loss.

Aviva has not submitted any arguments or further evidence to disagree with that view, and I do not think it an unreasonable approach to take. I therefore agree with the investigator's view, and I uphold Mr D's complaint.

Putting things right

To put matters right, Aviva must settle Mr D's claim by paying to him 50% of the cost quoted for replacing the full ground floor flooring surface.

As Mr D has not yet incurred the expense of replacement, interest is not applicable, and Aviva responded promptly to the claim, so I do not consider that compensation for distress and inconvenience is justified in this instance.

Mr D has asked whether Aviva would need to pay for redecoration of the affected areas. If he wishes Aviva to consider the costs of redecoration, he would need to submit details of those to Aviva and it may reach a decision on that loss.

My final decision

For the reasons given above, I uphold Mr D's complaint and direct Aviva Insurance Limited to:

Settle Mr D's claim at 50% of the cost quoted to him for replacement of the full ground floor flooring.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 29 December 2023.

Laura Garvin-Smith
Ombudsman