

The complaint

Mrs D complains about how Aviva Insurance Limited handled a claim she made on her buildings insurance policy.

Reference to Aviva includes its agents.

What happened

Mrs D holds a buildings insurance policy with Aviva. When her property was damaged by an escape of water, she made a claim to Aviva for the damage caused.

Aviva accepted the claim, but the dispute centres around what Aviva propose to do to settle it and put things right for Mrs D.

Mrs D doesn't think what Aviva has offered her to put things right is enough. This centres mainly around whether there is a need to replace the kitchen cabinets and worktops. Mrs D thinks these should be included in the settlement because they were damaged by the escape of water. Aviva disagrees, it thinks there's no sign of water damage to the cabinets, so doesn't think they need replacing.

Mrs D complained to Aviva about its stance, but it didn't change its position. So, Mrs D brought her complaint to us.

One of our Investigators thought the complaint should be upheld. He thought there were two elements of work that Aviva declined which should be covered. He said Aviva should cover damage to the ceiling, and he thought it should contribute 50% toward the cost of replacing the kitchen units. He also thought Aviva should pay £300 compensation for the trouble and upset caused by unfairly declining this part of the claim.

Our Investigator noted there were further issues raised by Mrs D now work had started. He said he couldn't comment on these, but though Aviva should consider them now it was aware of them.

Mrs D accepted our Investigator's assessment. Aviva didn't and asked for an Ombudsman's decision. It said it had already agreed to include the repairs to the ceiling as part of the claim. And it maintained it didn't need to contribute to the replacement of the kitchen units, because there was no sign of water damage to them relating to this claim.

I issued a provisional decision explaining why I didn't think the complaint should be upheld. It said:

- *"Mrs D's policy covers her for damage caused by a number of listed events. The relevant one here is an "escape of water".*
- *Our Investigator set out an itemised list of works that Mrs D's contractors said needed carrying out. It is as follows:*

1. *"Kitchen cabinets in mat white, Group 1, laminate finish with stainless steel handle and laminate worktops in a woodgrain finish or similar, matching splashbacks instead of tiles, all for the sum of £8,183.50 + VAT"*
 2. *Sink and Tap Franke or similar, 1 bowl with drainer and chrome tap pack, all for the sum of £412.90 + VAT*
 3. *New hob and cooker hood, all in the sum of £457.80 + VAT*
 4. *We recommend to change the oven as this could be affected by moisture from the flooding and therefore is deemed unsafe. Single oven in s/steel finish, all for the sum of £580.89 + VAT*
 5. *Flooring, all works and material for the sum of £1,250.20 + VAT*
 6. *Joiner to work on following: dispose of existing kitchen components, fit new ones same layout, fix ceiling in kitchen, hallway and bathroom, all for the sum of £4,200.00 + VAT*
 7. *Plumber to work on following: kitchen sink and tap and wet goods, all for the sum of £550.00 + VAT, may require further works if electrics not in good order*
 8. *Electrician to work on following: kitchen appliances, ceiling lights, all for the sum of £1,200.00 + VAT*
 9. *Plasterer to work on following: kitchen walls and ceiling, hallway ceiling, bathroom ceiling, all for the sum of £850.00 + VAT*
 10. *Painter to work on following: kitchen ceiling and walls, hallway ceiling, bathroom ceiling, all for the sum of £900.00 + VAT"*
- *Anything not included in this list isn't considered in the scope of this complaint. This includes further issues raised by Mrs D since the work has begun. Should Mrs D have issues with further work, these should be raised to Aviva for it to deal with. Should she remain unhappy with its response, it may be that we can consider that as a separate complaint.*
 - *Aviva has agreed to cover points 5, 9 and 10. It's also agreed to contribute £800 toward point 8. Mrs D has accepted this so I'm not commenting further on this.*
 - *Aviva has also told us – and Mrs D prior to her making her complaint that it will also include works set out in point 6 that relate to the making good the ceilings in its settlement. So again – I'm not commenting further on that.*
 - *Our Investigator agreed with Aviva's stance on not covering items 2,3, 4 and 7. He said this was on the basis no evidence was provided to show they were damaged by the escape of water. That too is no longer in dispute, so I need not comment further on that point.*
 - *What remains in dispute then is point 1 and point 6, with the exception of the work required to the ceilings.*
 - *Our Investigator recommended Aviva pay 50% of the cost of this on the basis that there were conflicting reports. But I'm not satisfied that's a reasonable stance.*

- *My role is to decide complaints based on the available evidence, weigh it up and make a finding on what I'm most persuaded by. There are conflicting reports here, but I'm more persuaded by those provided by Aviva than I am by those provided by Mrs D.*
- *One of Mrs D's recommends new kitchen units are installed, but it doesn't say this is because they are damaged by water. It says the existing ones need to come out to repair the walls and that they won't go back in the same way and so needed to be replaced.*
- *Another one of Mrs D's reports says "The kitchen cabinets and worktops have been particularly affected, both by direct exposure to flooding water and the subsequent moisture emanating from the saturated floor and walls. As a result, it is imperative to undertake the removal of all kitchen cabinets and worktops to facilitate the drying and subsequent repair of the underlying structural elements."*
- *Both of these reports indicate the kitchen cabinets and worktops need replacing, but they don't specifically attribute the reason for that need to be because of the damage caused by the escape of water.*
- *One of Mrs D's reports says "It is worth noting that the kitchen cabinets and worktops are over 17 years old, and their condition has been further compromised by the flooding incident. The process of removal entails inherent risks, including potential collapse or failure of various components such as swollen backs, wobbly gable ends, dysfunctional hinges and drawers, and compromised worktop joints." Indicating that while the cabinets need to be replaced, this isn't entirely attributable to the escape of water.*
- *Aviva's report details why it doesn't consider there to be water damage to the kitchen units saying: "Inspecting the kitchen wall and base units, and worktop, we can find no evidence of water damage relating to the leak." That report goes on to explain in details what has been inspected and why this means they think there's no water damage caused to the cabinets, stating "We can see historic sign of use and wear typical to the shelving joints. The doors are not damaged, and neither are the carcasses in relation to water. The kitchen sink unit has low level water damage unrelated to this claim, the unit itself is sound and the wall unit doors are likewise sound. There is powder to the corner of the sink unit doors which is related to the ceiling having been taken down. The plinths show no sign of water damage. Inspecting the goods within the cupboards we find no evidence of water damage to the goods within, and where there are screws in the back of the units holding the units up, there are no signs of water penetration coming through, which we would expect to see had water entered the units themselves. The hinges are likewise free from any sign of water damage, although we note there is debris in the units relating to use and wear and storage of goods, but no sign of water damage."*
- *The report from Aviva clearly outlines what was inspected and that multiple areas were inspected to look for water damage. None was found relating to this claim. I find that report more persuasive than those provided by Mrs D, which don't detail as much what the damage is or what caused it.*
- *Therefore, it follows that I don't require Aviva to contribute toward the replacement of the kitchen units or worktops, or any work associated with this aspect of work. That's because I'm not satisfied it's been shown that such work is required as a result of the escape of water.*

- *Because I think Aviva has fairly declined this aspect of the claim, I don't intend it to compensate for and distress and inconvenience caused by that decision."*

Aviva didn't respond. Mrs D asked if Aviva was able to honour its original settlement offer.

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.

Mrs D has asked if Aviva can honour its original settlement offer. I've not specified the amount it needs to pay in this decision. What I have done is set out what aspects of the claim it needs, and needs not, consider. So, Aviva's settlement should be based on that.

Because no party provided further information or arguments, I see no reason to depart from the findings of my provisional decision. So, my final decision is the same as the provisional decision set out above, in terms of both reasoning and outcome.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 6 January 2025.

Joe Thornley
Ombudsman