

The complaint

Mr A and Mrs B complain Aviva Insurance Limited (Aviva) haven't included costs for damage to their kitchen and bathroom following a claim they made under their home insurance policy. They also complain Aviva have caused further damage to their property.

This complaint has been bought by both Mr A and Mrs B, but as Mr A has been leading in this complaint, and for ease, I've referred to him throughout.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In October 2023 Mr A reported a claim to Aviva under his home insurance policy after flood water entered his home. Aviva accepted Mr A's claim, but it didn't agree the downstairs bathroom or majority of the kitchen had been damaged by the flood. Mr A didn't think this was reasonable and so raised a complaint.

On 29 February 2024 Aviva issued Mr A with a final response to his complaint. It said it was only liable to reinstate damage caused by the flood and it didn't agree the bathroom had been damaged. It said at the time of the incident the kitchen had been stripped to be replaced. It said it would cover the damage to the removed kitchen materials but not to the replacement materials which were undamaged due to the flood. Mr A didn't agree and so referred his complaint to this Service.

In the meantime, Mr A raised a further complaint with Aviva. He said Aviva had failed to fit a dehumidifier upstairs in his property which had resulted in damage to two upstairs bedrooms. He also said Aviva's contractor hadn't carried out appropriate repairs to the cloakroom, specifically in relation to the joists.

On 22 October 2024 Aviva issued Mr A with a final response to his complaint. It said based on the information provided it wouldn't cover decoration to Mr A's upstairs bedrooms, nor the additional repairs to his cloakroom.

Our investigator looked into things. She said:

- She didn't think the flood water had fully entered Mr A's kitchen and so it was reasonable Aviva had paid for the kitchen flooring to be replaced
- She didn't think the evidence showed the flood water entered the downstairs bathroom.
- She didn't think the evidence showed Aviva were responsible for poor repairs in the cloakroom.
- She didn't think Aviva had taken reasonable steps to dry Mr A's property and so it should cover the cost to redecorate the upstairs bedrooms affected.
- Aviva should pay Mr A £150 compensation for distress and inconvenience.

Aviva said it agreed to cover treatment for mould related issues in the upstairs bedrooms, specifically a fungi wash and emulsion to affected walls and ceilings. It also said it would pay £150 compensation suggested by our investigator.

Mr A didn't agree with our investigator. He provided a detailed response but in summary he said:

- Flood water entered the kitchen and no explanation has been provided to explain why it would stop there.
- All his kitchen appliances, including the fridge freezer, which was stood on a 10cm plinth, were damaged due to the flood, demonstrating flood water entered the kitchen and bathroom.
- Aviva's contractor didn't follow protocol when taking damp readings and so these were unreliable.
- Aviva's contractor failed to adhere to building regulations when repairing the cloakroom.

I issued a provisional decision about this complaint and I said:

'I want to acknowledge I've summarised Mr A's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr A and Aviva I've read and considered everything that's been provided. I've addressed the key points separately.'

Kitchen and bathroom damage

Mr A has said the flood water entered the entirety of the downstairs in his property, including the kitchen and downstairs bathroom. Aviva have accepted the flood water entered the first three rows of flooring in the kitchen but no further. It has paid for the flooring in the kitchen to be replaced, but hasn't agreed to any further costs to the kitchen or bathroom.

Based on the evidence provided I think it was reasonable for Aviva not to cover any further costs to the kitchen or bathroom. Mr A was away at the time of the flood and so didn't witness the flood water entering his property first hand. Aviva have provided moisture readings it took of Mr A's property and I'm satisfied these support Aviva's position. And whilst Mr A doesn't believe these readings are reliable or accurate, I'm satisfied they are sufficient for Aviva to rely on. I don't think the evidence provided demonstrates the flood water caused damage to the majority of the kitchen, nor the downstairs bathroom.

I acknowledge Mr A has provided a report from a surveyor who has said they believe the flooding affected all ground floor rooms. However, the surveyor visited Mr A's property around two months after the flood and has written in their report the inspection of the bathroom was restricted due to stored items. So, I don't find this report to be as persuasive as the other evidence available.

Mr A has said all of his kitchen appliances were damaged during the flood, including his fridge freezer which was on a 10cm plinth in the kitchen, demonstrating there was water across this room. Aviva have said the appliances weren't in the kitchen at the

time of the flood as Mr A was having it renovated. Based on the images available, I'm not persuaded Mr A's fridge freezer was on a plinth at the time of the flood. But in any event, I don't think there is evidence Mr A's kitchen was damaged beyond the flooring Aviva have paid to replace.

Cloakroom repairs

Mr A has said Aviva's contractor didn't fit the joists in the cloakroom appropriately and caused damage to the waste pipe. Mr A has provided a detailed report from a contractor, including photographs, which explains the joists fitted by Aviva's contractor failed to adhere to building regulations. Aviva have said it isn't able to comment on the report from Mr A's own contractor.

Given the detail included in the report Mr A has provided, I'm persuaded Aviva's contractor hasn't fitted the joists in the cloakroom appropriately. So, I've considered what Aviva need to do to put things right.

Mr A has provided an invoice for around £1,500 for repairs carried out to his cloakroom. Whilst this invoice includes replacing the joists, it also includes private works Mr A had carried out and doesn't break down the individual costs for replacing the joists. I'm satisfied the majority of this invoice is for the private work Mr A was having carried out such as fitting and plumbing a new toilet. Therefore, I think Aviva should pay Mr A £200 to reflect he has paid to replace the joists which wouldn't have been necessary had Aviva's contractor fitted them appropriately. I also think Aviva should pay Mr A £100 to reflect the cost he paid for this report provided he can evidence he has paid for it.

Based on the evidence provided I'm not persuaded Aviva are responsible for damaging the waste pipe. The report provided by Mr A didn't mention the waste pipe having been damaged. And whilst the invoice Mr A has provided mentions the waste pipe was damaged due to ill fitted joists, I'm don't think this is sufficient to show this damage was caused by Aviva's contractor. Additionally, I'm aware Mr A's own contractor was carrying out repairs to the cloakroom prior to the flood, and so its possible damage had already been caused.

Damage to bedrooms

Aviva have said it will cover treatment for mould related issues in the upstairs bathroom, specifically a fungi wash and emulsion to affected walls and ceilings. So, I've considered whether this is reasonable in the circumstances.

Based on the evidence provided I'm persuaded Mr A's property was experiencing issues with damp, unrelated to the flood experienced. The photographs of Mr A's property taken by Aviva evidence damp in several areas. Mr A also purchased his property shortly before the flood, and I'm satisfied the photographs taken by the estate agent show some evidence of damp in the bedroom. So, I don't think it's reasonable to require Aviva to rectify all of the damp in Mr A's bedrooms.

However, I acknowledge there was a delay in Aviva carrying out drying upstairs in Mr A's property and this may have resulted in mould which could have otherwise been avoided. So, I think Aviva's agreement to cover a fungi wash and emulsion to the walls and ceilings in the upstairs bedrooms is reasonable.

Distress and inconvenience

Aviva have agreed to pay £150 compensation to acknowledge the distress and inconvenience caused by its errors, and so I've considered whether this is reasonable in the circumstances.

As explained, I think Mr A's property was already experiencing some damp issues, and so I think it's likely he would have always had to carry out repairs to the bedrooms. However, I think he has been caused some distress by the way Aviva handled the drying arrangements. I think he was caused some distress when he discovered the joists hadn't been fitted appropriately, however he was always intending to carry out repairs to this area and so I don't think it caused him much additional inconvenience. So, taking all of the circumstances into consideration, I think the £150 compensation Aviva have agreed to pay is reasonable to reflect the distress and inconvenience Mr A was caused.'

Aviva said it didn't entirely agree compensation was due, but it felt the provisional decision was fair. Mr A provided a detailed response but in summary he said:

- The moisture readings had no time, date or location markers and he queried whether they were carried out by a suitably qualified professional.
- He had provided a photograph he said showed the kitchen appliances were in the kitchen at the time of the flood.
- He said the contractor confirmed the waste pipe was damaged at it was unaware a toilet was being fitted downstairs.
- The damp was caused solely by the flood and Aviva's delay installing drying equipment, and there was no evidence of damp prior to this.

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.

Having done so, I've reached the same conclusions I reached previously for much the same reasons.

I'm aware Mr A doesn't believe the moisture readings are reliable. However, I think it was reasonable for Aviva to rely on them. I'm satisfied the moisture readings were taken at Mr A's property and have no reason to question their accuracy or reliability, particularly in the absence of contradictory readings.

Mr A has provided photographs he says show the kitchen appliances were in the kitchen at the time of the flood. However, this photo was five days after the reported flood and so I'm not persuaded it demonstrates where the appliances were stood at the time of the flood. But in any event, I don't think there is evidence Mr A's kitchen was damaged beyond the flooring Aviva have paid to replace. So, I don't require Aviva to pay any additional settlement toward the kitchen or bathroom.

Mr A has said the contractor told Aviva it had damaged the waste pipe, but I've not seen evidence of this. And whilst I acknowledge he told Aviva damage had been caused to the waste pipe, I've not seen persuasive evidence Aviva's contractors were responsible for this damage.

Mr A has provided the survey carried out by his mortgage provider prior to him purchasing

the property which he says show there was no issue with damp. However, I'm not persuaded this report not mentioning damp is evidence none was present. This report is a valuation report produced for the benefit of the mortgage provider and not an in depth survey into the property.

Having reviewed the photographs taken by the estate agent, I'm persuaded there is evidence of damp unrelated to the flood or claim. As explained, I think the delay in Aviva carrying out drying at Mr A's property may have caused mould which could have otherwise been avoided, so I think it's reasonable it covers the cost of a fungi wash and emulsion to the walls and ceilings in the upstairs bedrooms.

My final decision

For the reasons I've outlined above I uphold Mr A and Mrs B's complaint about Aviva Insurance Limited. I require it to:

- Pay Mr A and Mrs B £200 toward replacing the joists in the cloakroom.
- On the receipt of evidence it has been paid, pay Mr A and Mrs B the £100 he paid for a report on the joists.
- Pay Mr A and Mrs B the cost of a fungi wash and emulsion to walls and ceilings in the upstairs bedrooms.
- Pay Mr A and Mrs B £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs B to accept or reject my decision before 20 October 2025.

Andrew Clarke
Ombudsman