

## **The complaint**

Mr M has complained about his let property insurer Aviva Insurance Limited regarding its handling of insured repairs necessary following a water leak.

## **What happened**

There was a leak in summer 2023. Following a complaint and Aviva issuing a final response letter in September 2023, a kitchen specialist was required to attend so the claim could progress. That happened on 11 October 2023. A further leak was then suspected; that concern was resolved in December 2023 and a drying contractor was booked to attend the property on 18 January 2024. The kitchen was stripped in February and March 2024, before being found to be dry in April. A start date for works was given as 28 May 2024, with an estimated completion date of 5 July 2024. Works were confirmed by the contractor as completed on 19 July 2024.

Mr M was away when works completed. Upon his return in August 2024 he visited the property with the contractor, the latter assuring Mr M all work was done bar any 'snagging'. Mr M was disappointed to find issues such as with the extractor hood and unfinished tiling. He didn't think this was just 'snagging'.

In May 2024, whilst the reinstatement work was pending, Mr M had complained to Aviva about delays in the claim to that point. He was also unhappy that, whilst he'd told Aviva he was losing £1,000 per month in rent from the tenant, because of the on-going claim, Aviva wouldn't agree to cover that cost. When Mr M discovered the poor work in August 2024 he made a further complaint. Adding that the rent would have been increased in June 2024 but he had been unable to do this because of the poor conditions suffered during the ongoing claim and poor works.

Aviva issued two final response letters (FRLs) to Mr M's complaints. In a May 2024 FRL Aviva said it had made some small mistakes with handling the claim – but hadn't caused any delays. It said it would pay £300 compensation. Regarding the claim for loss of rent it said it was willing to consider that but necessary detail from Mr M was outstanding. In a September 2024 FRL, Aviva accepted that it had completed some poor work. It apologised and offered £200 compensation. Aviva did not comment on the financial loss Mr M had reported regarding not being able to increase the rent.

Mr M complained to the Financial Ombudsman Service. Our Investigator wasn't persuaded to uphold the complaint. Mr M was unhappy with the view reached by our Investigator. He provided a number of emails setting out his concerns and asking further questions. Following further correspondence from our Investigator, with Mr M remaining unhappy, his complaint was referred to me for an Ombudsman's decision.

Having reviewed the complaint I found my thoughts on it were different to those of our Investigator. So I decided to issue a provisional decision to share my views with both parties. In my provisional decision I explained the informal nature of our Service meant I wouldn't be addressing every point made nor answering every question raised during the course of the complaint. I noted that Mr M had been unhappy with our Investigator's view and had asked

various questions about what she'd said – but I explained that her view had been superseded by my provisional decision, with my findings setting the direction for the likely outcome of this complaint. My provisional findings continued with my review of the key points of the complaint, starting with the delay and I've set out what I said in italics below:

### *"Delays*

*I've reviewed the claim from 25 September 2023 to 23 September 2024. I'm not persuaded Aviva caused substantial avoidable delays.*

*In October 2023 a kitchen specialist was due to attend. That happened in a reasonable time and it was around the time his report was received that a further leak was found, or suspected. I can see that resolving that was not straight-forward. But that is often the case when leaks from other properties are involved. I think Aviva acted reasonably, including in moving to put a mutually agreeable drying appointment in place as soon as possible once the leak issue was resolved.*

*I'm satisfied things progressed as I'd expect in January and February 2024. It is unfortunate that an unexpected level of damage was found behind the wall units once they were removed in February 2024. But, from what I've seen, that wasn't likely foreseeable. So it was reasonable the strip-out and repair plan then had to be varied.*

*When contractors returned in March to remove the remaining part of the kitchen, the tenant hadn't removed their belongings. I see that in an effort to not delay, the contractors agreed to move the items – but were then told that should not have been agreed. I appreciate that was frustrating for Mr M, and I know he was severely ill at the time. But I can understand Aviva's position that it couldn't agree for its contractors to remove the tenant's belongings. It was about a fortnight before the stripping out could then be completed. I'm satisfied that delay wasn't caused unreasonably by Aviva.*

*I think there was likely about two weeks of delay in April which could have been avoided. Simply put two weeks was taken whilst an amended scope was produced and considered, the original hadn't included damaged wall units. It was then 3 May 2024 before a kitchen design was drawn up – that could likely have occurred about two weeks prior if the scope hadn't needed amending. The start date was then 28 May 2024. A lead time is not unusual - but I think that was a disappointingly long time in this instance, especially where the kitchen to be put in place had been agreed to save time and further delays waiting for a bespoke model to be made.*

*The works began and were estimated to complete on 5 July. As of mid-June that timetable was still felt to be reasonable. However, the works ran over by two weeks and I can see no good reason for that, for them slipping back so much in the short period after the review of the expected completion in June.*

*I'm satisfied that, once work was completed, and until the FRL on 23 September 2024, the claim progressed reasonably. At this time Mr M raised his concerns about the work, Aviva and its contractor began considering them, with Aviva issuing its FRL within a few weeks. So these last few weeks were in my view handled reasonably. And I've found above that the claim, other than a total of about eight weeks delay in April, May and then July 2024, was handled in a reasonably timely manner. I'll take that eight week period of delay into account when considering compensation.*

### *Loss of rent*

*Mr M has raised two issues about lost rent with Aviva.*

*The first issue was about a claim under the policy as Mr M told Aviva he was losing £1,000 a month – and Aviva answered that in its May FRL. It said it was willing to consider that – but it needed a copy of the tenancy agreement to do so. That was reasonable of it. I won't comment on this further.*

*The second was raised by Mr M about him 'losing' £250 per month because he felt unable to increase the rent in June 2024 from £1,000 to £1,250. Aviva did not respond on this complaint point. This is a separate and distinct issue from the loss of £1,000 per month Aviva is prepared to look at under the policy. So I'll review this issue about Mr M's reported loss of £250 per month due to the ongoing claim.*

*Mr M has provided evidence from his letting agent, dated 19 April 2024, which recommended that a rent increase should be applied to commence on 26 June 2024. At the time of the recommendation, repairs hadn't commenced and the kitchen was completely stripped with water capped off. I can understand that Mr M felt it would be unfair to tell the tenant, at that time that the rent would increase in June 2024. However, as I've said above, the claim, to mid-April had not been delayed by Aviva. So the condition of the property was on account of the loss, not any failure of Aviva.*

*I also think it's relevant that, by mid-May 2024 a start and estimated completion date for the works had been given. The estimated completion date was 5 July 2023, within a week of the date the letting agent recommended increasing rent from. I think a prudent landlord would have looked to explain to their tenant that a rent increase, once the repairs completed would be necessary. And, if Mr M had done that in mid-May, that would still have given the tenant plenty of notice of the intended change.*

*I do appreciate that Mr M felt increasing the rent just wasn't fair but I don't think I can reasonably blame Aviva for him having taken that view. It could have done things better during this claim. And Mr M will note that in my findings about poor work, I have criticised Aviva for the work done. But, having considered everything, I'm not persuaded that it would be fair for me to make Aviva reimburse Mr M for the rent he's reported losing due to the choice he made not to increase the rent.*

#### Poor work

*I've seen what work was found to be outstanding in August 2024. I'm not surprised Mr M was disappointed when Aviva's contractor told him all was 'fine' and there was just some 'snagging'. For me the clearest example I can give to explain this is that previously the kitchen had wall tiling fitted flush to the bottom of the units. Upon 'completion' Mr M noted there was a gap. Aviva's contractor's reasoning for that gap was it would have been fiddly to get tiling to fit, so the area was left without tiling. That was not an issue of 'snagging' it was a deliberate failure to complete work to a reasonable standard. That's simply unacceptable. With that said I'll review the main repair issues individually to see if Aviva has provided a fair response and/or if it needs to do something to put matters right.*

#### Extractor fan

*The old one vented outside. The new one was meant to be fitted the same. It wasn't. Aviva's contractor said that was because the hood had been moved so it thought it was best to not have it vent as it did before. This is something which, in my view, should have been questioned by the contractor, not just decided upon. However, I note Aviva agreed to go out and make amendments so it would be vented as before. I'll take Mr M's frustration regarding*

*this issue into account when I review compensation, but as Aviva agreed to resolve it, I won't ask it to do anything more.*

#### *Upside down worktop*

*To explain, the kitchen was finished with a piece of worktop set above the wall units, facing down over. Mr M says the original worktop was fitted without a gap between it and the ceiling. He says the new one has a noticeable varying width gap. Aviva says the worktop is straight – it is the ceiling, which it did not reinstate, which is causing the issue. An issue, Aviva says, which was present, before the leak, with the old worktop.*

*Neither party has presented photos from before the leak. Mr M says his word about the finishes of the kitchen before the leak should be accepted. I don't doubt Mr M's view in this respect, but I'm conscious a matter such as this is highly subjective – what will look right/acceptable to one person or be seen as a gap or flaw, may be viewed differently by another. For example whilst I don't doubt Mr M feels strongly about the gap in question, to me the finish does not look awful. I particularly bear in mind that the issue is present at ceiling level and so is not something generally and obviously visible whenever the kitchen is used. I also bear in mind whilst Mr M is unhappy with the finish, this is a let property. So Mr M is not using the kitchen himself. I'm not persuaded this cosmetic issue at a high level is something which materially affects the finished look of the kitchen such that it would likely impact on the value or letting of the property.*

*Aviva has offered to fit an additional trim to try and further disguise the gap. I think it was reasonable for Aviva to put this forward as an option to try and improve the area. If Mr M would like to explore this option with Aviva he is free to do so, but I don't intend to require Aviva to do anything more.*

#### *Wall tiles under wall unit*

*I've commented on this above. Aviva has agreed to fit the missing tiles. That is reasonable. I won't ask it to do anything more. But I will take into account, when considering compensation, the upset this failure by it caused.*

#### *Flooring*

*I've reviewed the claim detail available and I'm satisfied the flooring most likely wasn't damaged by the leak. But, once the kitchen was fitted Mr M noted the units were not as deep as they had been, this left an unfinished and unsightly edge of the flooring exposed. There was also paint on the floor which Mr M felt must have been spilled by Aviva's contractors.*

*I see from Aviva's file that when it was discussing the replacement kitchen with Mr M and its contractor, it was identified, although not shared with Mr M, that the old kitchen had been cut to fit the available space and that the new kitchen would be a different size. As it was the new units were not as deep as the old ones, so they did not extend so far on to the existing flooring. I think Aviva should reasonably have foreseen that the difference in size might create an issue with the flooring.*

*Had it done so, the next reasonable step would have been for Aviva to tell Mr M. He could then have made an informed decision as to how he wanted the repairs to progress. If he wanted the new kitchen – he'd have to rectify any issue the difference in size caused with the existing flooring. Or he could have accepted Aviva's offer to have bespoke matching units made, which might have taken longer but would have avoided any issue occurring with the flooring. Aviva didn't do that though. So I have to think about what would likely have happened if it had.*

*I think Mr M would likely have still opted to go ahead with the full new kitchen. I know getting the kitchen resolved was, for him, paramount. If Aviva had told him the new kitchen might*

mean he'd need to replace the floor, I think he'd likely have disagreed with its view – but he wouldn't have chosen instead to agree to the offer of bespoke units.

The newly exposed areas of flooring do show some paint splatter and some broken or ripped areas. I'm not persuaded these areas were most likely damaged by Aviva's contractors. Aviva says the damage is pre-existing. Mr M has disputed that, saying it wasn't there before – but as I've noted the damage is to areas of the floor not visible before. It's possible Aviva caused some damage – but it's equally possible this damage is longstanding and was only highlighted/made apparent by the change in unit size. Aviva has offered to try and remove the paint marks and I think that is reasonable.

Overall I'm not persuaded I can reasonably require Aviva to rectify the flooring regarding the exposed edges. I think even if Aviva had told Mr M about the size difference, he'd have gone ahead with installing the kitchen which has resulted in leaving the previously hidden edges and unsightly areas of the flooring exposed. But, had Aviva told Mr M and he'd made this informed decision, he wouldn't have experienced the disappointment and frustration he did when he saw the kitchen, the finish of which looked poor given the exposed flooring, for the first time. I'll take that into account when reviewing compensation.

#### *Dishwasher*

This now sticks out proud of the base units. It didn't before. In Aviva's FRL it said it will check the plumbing to ensure the dishwasher is fitted as flush as possible. I think that is a reasonable proposal. But, noting what I've said above about the flooring and size of units, it's possible this issue won't be resolved by checking the plumbing. Rather the protrusion may be caused by the unit depth. As with the flooring, I'll take Mr M's disappointment into account but, for the same reasons, I won't require Aviva to do anything more.

Mr M says the dishwasher also doesn't work. Aviva has agreed it will review that if Mr M provides a report on why it isn't working. In my view, that's fair.

#### *Worktop join*

The old base unit worktop did not have a join. This one does. But I see the configuration is different. I think it was reasonable the worktop was fitted with a join, and the worktop seems level. But I'm not satisfied a reasonable finish has been achieved along the length of the join. At the front of the worktop the join isn't noticeably visible. But about halfway back there is a clear light coloured line which appears in the dark grey worktop. This looks poor and will likely allow water in, shortening the lifespan of the worktop. I'm not sure what will be needed to resolve this issue, but I am minded to recommend that Aviva does so. Mr M should cooperate with it but if he is unhappy with its proposals or any further work it does, he can make a further complaint.

#### *Ceiling lights*

Aviva fitted four. But there were five before (recently Avia has disputed this but five can be seen in pre-strip out photos). Aviva's contractor said it fitted four because four were seen on the design of the kitchen and it simply followed that. I think that is a poor answer. For one thing the four spots on the design are in entirely different positions. And five spots were supplied as part of the kitchen order. All in all I think the design was a guide only and an insurance contractor, taking reasonable care would have questioned the difference in design, both in respect to what was there before and to the parts provided. For me Aviva reasonably needs to rectify this by fitting the fifth spotlight.

#### Compensation

*Aviva has offered a total of £500. I'm sure the parties will advise if this or any part of it has not been paid. I do think this is a fair sum. I've explained above that I think Aviva is responsible for the claim being delayed by around eight weeks in total during April to May and then July 2025. And I've also commented above that it completed some poor works, causing Mr M further frustration and disappointment. Bearing in mind our guidelines for compensation – which say we award £300 to £750 for considerable distress and significant inconvenience caused over a period of months – and given the period and upset in question here, I find that sum is fair and reasonable. I don't intend to require Aviva to pay anymore."*

Aviva said it accepted the provisional findings.

Mr M said, surely for a simple claim, made in July 2023, for work to not be "completed" until July 2024, was simply too long. He reiterated the tenant had been left without drinking water for a time and that, in his view, Aviva's contractor had caused the delay in March when it had said it would clear the tenant's belongings from the kitchen.

Moving on to the repair items discussed, Mr M made a number of points. I've summarised the key ones as:

- Upside down worktop – he's asked people and they agree the gap would have been even before, as he has said it was. He asked that his opinion and those of the people he has asked are accepted. He said the scope suggests the ceiling should have been taken down and it wasn't.
- Worktop join – He notes I've said this is not satisfactory but he's most perturbed by the fact an Aviva "expert" said the worktop was like the one before (which it clearly is not) and it simply isn't reasonable that Aviva was relying on this person's opinion. Especially as they had not visited the property.
- Flooring – If he had known the change of kitchen would cause issues with the flooring, he'd have accepted the delay and waited for the bespoke one to be made. Aviva, he thinks should rectify the flooring. He maintains Aviva's contractor damaged the flooring and tried to cover that up by showing incorrect photos. He'd like the flooring replaced.
- Loss of rent – Mr M said he'd felt unable to increase the rent due to Aviva's failures and he'd like my considered thoughts on the matter.
- Oven – Mr M added that Avia's contractors had damaged the oven and had refused to accept any blame.

### **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 note Aviva has accepted my provisional findings. I've considered the comments Mr M has made in reply.

I've noted Mr M's comments about the tenant and the incident where the contractor agreed to move the belongings. These points were taken account of when I reached my provisional decision.

I understand this claim took longer to progress than Mr M would have liked. But there isn't a set time in which any claim, whether simple or more complex, should progress. Rather, as I have done here, when there is an allegation of delay, one must consider what happened and, if a delay can be seen, who's fault it was that pause occurred. I set out a fair amount of detail about the course of the claim, in the period I am considering – September 2024 to September 2025 – in my provisional findings. I explained that I was satisfied Aviva had

caused about eight weeks of delay in total. I've not seen anything which gives me cause to change that view.

I can see that Mr M feels strongly that the ceiling is causing the gapping issue with the upside down worktop. Also that he has discussed this with others to seek alternate opinions. I know he thinks work to the ceiling has been missed and/or better work being completed would have avoided the gapping which is causing him concern. However, with all that noted, I still come back to what I said provisionally: "...a matter such as this is highly subjective... to me the finish does not look awful. I particularly bear in mind that the issue is present at ceiling level and so is not something generally and obviously visible whenever the kitchen is used. I also bear in mind whilst Mr M is unhappy with the finish, this is a let property. So Mr M is not using the kitchen himself. I'm not persuaded this cosmetic issue at a high level is something which materially affects the finished look of the kitchen such that it would likely impact on the value or letting of the property." I remain of that view.

I know Mr M is concerned about the opinion of Aviva's expert. But I can't dictate to Aviva what evidence it chooses to present or wants to seek to rely upon. Rather my role is to assess what is provided taking into account all relevant factors, to come to a fair and reasonable decision. In this case that has meant, even in light of the evidence from Aviva, I have found in Mr M's favour.

I appreciate that, with hindsight, Mr M feels, if Aviva had told him about the discrepancy in size between the bespoke and the off-the-shelf kitchen designs, he would have waited for a bespoke kitchen. But, having reviewed the detail from the time and noting from all of that activity how important it was to Mr M for the claim to move on speedily, I'm not sure that is what is most likely to have happened. Rather, as I said provisionally, I think Mr M would have chosen instead to challenge Aviva about his liability to replace the flooring to suit the off-the-shelf kitchen. It is possible that Aviva's contractor damaged the flooring. And I appreciate Mr M has concerns about the evidence Aviva presented to try and defend its position. But I'm simply not persuaded its most likely Aviva's contractors damaged the flooring. I know this is an important issue for Mr M and that he feels strongly about it. I've reviewed everything he's said but I'm still not persuaded it would be fair or reasonable for me to require Aviva to replace the flooring.

Turning to loss of rent, I did record provisionally that Mr M felt Aviva's actions had put him in a position of not being able to increase the rent. And I explained my view on that, which, like all of my findings, was reached following careful consideration. I've nothing to add to what I've already said.

Mr M has said Aviva is refusing to accept liability for damaging the oven. The oven was not an issue raised by Mr M in his complaint to Aviva. He is free to deal with Aviva separately on this matter but it's not something I can comment on in this decision as part of this complaint. Having reviewed the complaint and the parties' response to my provisional decision, I find my views have not changed. As such my provisional findings, along with my comments above, are now the findings of this, my final decision.

### **Putting things right**

I require Aviva to:

- Consider what is required to resolve the poor join in the base unit worktop and share its proposals for rectifying this with Mr M, implementing anything agreed.
- Install a fifth spotlight.

**My final decision**

I uphold this complaint. I require Aviva Insurance Limited to provide the redress set out above at “Putting things right”.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 28 October 2025.

Fiona Robinson  
**Ombudsman**