

The complaint

Mr and Mrs M complain about how Aviva Insurance Limited have handled their claim following a water leak in their home. They're unhappy with the standard of work carried out by Aviva's contractors.

What happened

Mr and Mrs M have household building and contents insurance with Aviva. In August 2024 Mr and Mrs M noticed water damage to their dining room ceiling below their main bathroom. They contacted Aviva to make a claim and Aviva appointed loss adjusters to investigate.

A surveyor attended the property on 15 August 2024 and was advised that Mr M had noticed a bulge appear on the dining room ceiling, he pierced this and a small amount of water escaped, but this quickly stopped. The main bathroom is directly above the dining room, it's fully tiled and there was no sign of water damage or any indication of where the water was escaping from.

Mr and Mrs M had continued to use the bathroom and the damage hadn't got any worse despite no repairs having been carried out or a plumber being instructed. The only damage in the dining room was to a small section of the ceiling which had cracked. The ceiling was noted to have dried out.

Mr and Mrs M were advised to instruct a plumber to locate and repair the leak, which was their responsibility. Once this had been done they were told to contact Aviva so the damage and repairs needed could be assessed.

The soil waste pipe from the bathroom toilet was established to be the source of the leak. Once this was dealt with Aviva appointed contractors to carry out the necessary repairs to Mr and Mrs M's bathroom and dining room ceiling. Mr and Mrs M were provided with alternative accommodation while the repairs were completed.

Mr and Mrs M were unhappy with the standard of repairs carried out by Aviva's contractors. There were multiple snagging issues and they wanted Aviva to appoint different contractors to resolve the outstanding issues. Their main concerns were the following: -

- Repair to the dining room ceiling – An area of damaged plasterboard was replaced. Concerns that food dye was mixed with the PVA primer which doesn't comply with manufacturer's instructions.
- Plasterboard in the bathroom replaced prior to tiling and Aspergillus affected chipboard flooring also replaced. No evidence of any fungicide or bleach having been used to treat the adjacent areas when this work was carried out.
- Large gap left at the bathroom door threshold when new flooring being installed. Work completed by Mr M and cost of materials reimbursed by Aviva.
- Bidet in bathroom installed allowing no access to maintenance valves and the hot water pressure system fails to supply adequate pressure to the unit.
- Cut edges of tiles in the bathroom were uneven and required pointing to eliminate unsightly joints.

- The grout between tiles in the shower cubicle remains wet after use and is discoloured. If it was waterproof they say it should remain the same colour.
- Promised sparkle clean not adequately completed. Mr M carried out further cleaning himself and Aviva agreed a £200 payment for this.
- They wanted the contractors replaced.

Mr and Mrs M raised a complaint with Aviva which they responded to on 17 January 2025. Aviva acknowledged the poor service they'd received from the contractors and the delays this had led to. They apologised for not being able to replace the contractors but said they were their only representatives in the area.

Aviva said Mr and Mrs M had provided in depth descriptions of the ongoing snagging issues and that they and the contractors should have picked up on these more quickly and progressed the claim. They offered £500 compensation for the delay in completing the works to an acceptable standard.

Mr and Mrs M weren't happy with Aviva's response and complained to our service. Our investigator considered the case and partially upheld the complaint.

She considered Mr and Mrs M's main areas of concern.

In respect of the plumbing issues relating to the bidet she acknowledged that these were causing a great deal of inconvenience. She said Aviva had agreed to send their contractors to review and rectify the issues. This hadn't been agreed as Mr and Mrs M didn't want the same contractor doing further work. Our investigator said the Aviva had agreed to appoint different sub-contractors, which she thought was reasonable.

Mr M was concerned about food dye being mixed with the PVA coating which has left a stain on the finished dining room ceiling. And paint on the bathroom ceiling has blistered. If these issues remain outstanding our investigator said Aviva needed to reassess and carry out any work necessary to rectify the issue.

Mr M has raised concerns about the quality of the grout in the shower. Aviva have said that Mr M specified the grout he wanted used, and unless it cracks or allows water penetration there's nothing more they can do. Mr M says the grout changes colour, to a darker grey, when wet, and if it's water resistant it should stay the same colour. Our investigator felt there was evidence that the grout was ineffective, and the change of colour was indicative of water penetration. Regardless of who recommended the grout used she said Aviva needed to reassess and resolve this issue.

Mr M questioned the quality of the repair to the dining room ceiling. He said the contractor had turned their thermostat up to 30 C to accelerate the drying of the skim coat. He believes that this could lead to crazing and debonding due to rapid shrinkage of the top surface. And that the use of adulterated building materials isn't best practice so Aviva should extend their standard warranty on the repairs.

Aviva have said that this method of working is a standard procedure they follow and historically they've had no issues. They've provided their standard 12 month guarantee on the work but have said that if any issues were to arise outside the warranty period they'd reassess these. Our investigator said our role is to assess whether Aviva have provided an effective and lasting repair. She said there's no evidence that this isn't the case, and if the repair should fail we'd expect the insurer to put it right which Aviva have agreed to do. So she was unable to ask them to do anything more.

Mr M had expressed concern that Aviva hadn't effectively treated the area surrounding that

affected by black mould after the leak with fungicide or bleach. She said she understood Aviva had replaced the affected chipboard flooring, and as there was no evidence this hadn't been effective she couldn't ask Aviva to do anymore.

Our investigator also said that before Mr and Mrs M referred their complaint to our service Aviva had already offered to revisit the property to assess the issues with the bidet. They'd said they couldn't appoint a different contractor as they had no one else in the area. But they'd since confirmed that they can appoint a different sub-contractor to do the work and address the issue of the quality of the work previously done.

So our investigator said she thought it was reasonable for Aviva to appoint different sub-contractors to put right any issues with the bidet, the grout and the blistered paint on the bathroom ceiling.

And she felt the £500 compensation was reasonable for the impact of the issues with the standard of work carried out at Mr and Mrs M's property.

Neither Aviva or Mr and Mrs M were happy with our investigator's opinion. Aviva said that when Mr and Mrs complained about the colour of the dining room ceiling they inspected this and couldn't see the blue tinge Mr M had reported.

And they said the grouting used, which Mr M had chosen, does change colour when wet, but there's no evidence it's not waterproof or of water penetration. But as the grouting hadn't been applied particularly cleanly, they were willing to regrout the area if required.

Mr and Mrs M raised a new issue as they said that due to the increase in their premium on renewal they'd taken out a new policy with another insurer. But this had been cancelled by their new insurer who said they hadn't provided accurate details of the claim they'd made under their policy with Aviva.

They confirmed they were happy with Aviva's agreement to appoint a different sub-contractor to resolve the issues with their bidet.

Mr M maintained that he can still see some shading of the paint on the dining room ceiling, but as he is colour vision impaired he was happy for Aviva's contractor to revisit and will accept their opinion on this issue. But he maintains that adding food dye to PVA is not an accepted method of repair and wants a longer guarantee for the work.

He wants a new painter to attend review and repaint the areas of blistered paint in the bathroom, which he says were caused by the bathroom ceiling being painted when the joint filler was still wet.

Mr M is unhappy that Aviva are trying to blame him for the issues with the grout used in the bathroom. And he said the grout is now beginning to 'powder' and leach out of the lower joints of the tiles, which he says is evidence that the grout is failing.

He also refers to a tile above the door lintel being fixed by the 'dot and dab' method rather than the 'Full bed' method where tile cement is applied to the wall and tile before fixing the tile in place. He questions whether all the tiles have been fixed in this way and whether this will lead to further problems.

And Mr M remains unhappy that the black mould found during the repairs was adequately treated to prevent a further outbreak. Mr M provided photographs of the issues with the work which our investigator sent to Aviva for their comments. Aviva replied simply to say that the grout used in Mr and Mrs M's bathroom is recommended for use of swimming pools and wet

rooms, so it's reasonable to assume it's waterproof.

Our investigator provided a second view on the case. She said she remained of the opinion that Aviva needed to revisit Mr and Mrs M's property to remedy the issues with the bidet and the blistered paint and reassess the tile grout.

Based on the evidence the parties had provided she said she was satisfied the grout was waterproof, but from the photographs Mr M has provided she felt the grout was failing in certain areas as it appeared to be disintegrating. Mr M has said that the grout wasn't mixed correctly. Our investigator said she couldn't comment on this, but as the grout appeared to be failing Aviva needed to reassess it and redo it as required. Aviva have accepted that the grouting wasn't applied cleanly and are willing to redo it, which our investigator considered fair.

She said Mr M had provided further evidence of the area of chipboard flooring affected by black mould being next to treated and untreated timber. As the affected chipboard had been removed, and there was no evidence of other areas been affected our investigator remained of the opinion that Aviva didn't need to do anymore.

In respect of Mr M's concerns about the skim coat of plaster being a lasting repair our investigator said she understood that Mr M doesn't agree with how the work was done, but she wasn't able to say that the repair wasn't lasting or effective so she didn't require Aviva to do anything else.

In respect of the new issue Mr and Mrs M had raised about the value of their claim and the impact this had on them being able to obtain insurance elsewhere, she this was a new complaint which they'd need to raise with the insurers concerned, before we could consider it.

Aviva accepted our investigator's further opinion but Mr and Mrs M didn't. The case has 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.

This is a complaint about the quality of the work carried out by Aviva's contractors when repairing the damage caused by a leak in Mr and Mrs M's bathroom. Mr M has particular views about how the work should have been completed based on his working experience.

Our role in a case like this is to look at the terms and conditions of Mr and Mrs M's policy and consider whether Aviva have dealt with their claim as we'd expect. We're not experts in buildings claims so our opinions are based on the evidence and expert reports provided by the parties.

Aviva accept that there are some issues with the work carried out in Mr and Mrs M's home. They've acknowledged their concerns about the standard of some of the work and have agreed to arrange for different sub-contractors to attend their property and remedy the issues regarding the bidet, the blistered paint in the bathroom and the tile grout. This seems fair and reasonable and what I'd expect them to do.

As Mr M says certain work hasn't been carried out in line with industry guidelines he wants Aviva to provide an extended warranty. Aviva have said they'll provide the usual 12 month guarantee for the work, but if any issues arise after this Mr and Mrs M can contact them and

they'll consider these. I think that's reasonable so I don't require them to do anymore.

Mr M has raised concerns about the treatment of areas surrounding where black mould was found during the works. He's provided further photographs to show that the affected chipboard was near to treated and untreated timber and other materials. But as the chipboard was removed and there's no evidence that other areas were affected by mould, I don't require Aviva to take any further action.

Mr M also has concerns that the skim coat of plaster applied to the dining room ceiling isn't a lasting repair as food dye was added to the plaster and drying was accelerated. While Mr M doesn't agree with the method used there's no evidence that this isn't a lasting and effective repair. Aviva have confirmed that they'll consider any issues that arise beyond the warranty period so I don't require them to do anymore.

Regarding the tinge Mr M has reported to the repainted dining room ceiling this is something that can be checked by the painter who is repainting the blistered paint in the bathroom. If he believe the area is discoloured then Aviva should cover the cost of repainting it.

I note that Mr M has resolved certain snagging issues himself and Aviva have refunded the cost of the materials used and paid him £200 for the cleaning work he undertook.

As our investigator has said we're not able to consider any complaint points that Aviva haven't first had an opportunity to consider. So Mr and Mrs M will need to raise their concerns about the reported value of their claim, and the impact this has had on them obtaining insurance elsewhere with Aviva and the other insurer and await their response. If they remain unhappy having received those responses they can then refer those complaints to our service.

Finally, Mr and Mrs M have said they don't want compensation, they just want the work on their property completed to their satisfaction. Aviva have offer £500 compensation for delays with the claim and as an apology for the issues with the completed work. I think this amount is reasonable for the distress and inconvenience Mr and Mrs M have experienced as a result of how their claim has been handled.

Putting things right

To put things right I require Aviva to do the following: -

- Appoint new sub-contractors to attend Mr and Mrs M's property and resolve the issues with their bidet, the blistered paint in the bathroom and the bathroom grouting.
- Instruct the painter appointed to deal with the blistered pain in the bathroom to also review the finish to the dining room ceiling and if he considers this needs repainting Aviva should cover the cost of this.
- Pay Mr and Mrs M £500 compensation for the distress and inconvenience they've suffered as a result of Aviva's handling of their claim.

My final decision

My final decision is that I uphold Mr and Mrs M's complaint about Aviva Insurance Limited and I require them to take the steps set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 30 March 2026.

Patricia O'Leary
Ombudsman