

The complaint

Mr M complains about Allianz Insurance Plc's handling of buildings insurance claim.

All references to Allianz also include its appointed agents.

What happened

Mr M previously made a complaint regarding Allianz's handling of the claim. A final response letter for this was provided in November 2019. This doesn't form part of this complaint, so I won't be considering events before this date.

My decision focusses on events following this, up to Allianz's subsequent final response in September 2024. Any reference to events outside of these dates are for context only.

Below is intended to be a summary of what happened and the key events forming the complaint. It does not therefore include a full timeline or list every point that has been made.

- Mr M is the leaseholder of a property which suffered from an escape of water around November 2018. Mr M reported these issues to Allianz in early 2019.
- Allianz identified some of the issues appeared to relate to different incidents, so multiple claims were registered, but these have been managed under one reference.
- Allianz provided a cash settlement to Mr M in April 2020. This was revised and additional amounts were added to the settlement, with the final settlement in July 2020.
- Allianz has said it didn't receive any further contact from Mr M following this, and it closed the claim around November 2020.
- Mr M has said his broker "S" continued to liaise with Allianz between 2020 and 2024.
- Mr M has also disclosed that during this period he struggled to complete works due to complications with supply caused by the Covid-19 pandemic and due to personal circumstances.
- In 2024 Mr M referred back to Allianz. He said further damage had been discovered in the property which he believed was related to the escape of water incidents and the issues he reported to Allianz in 2019. He has also raised issues with the settlement that had been provided previously.
- Mr M has reported further issues with distortion behind a wall, and the growth and development of mould in areas of the property.
- Mr M also feels he is entitled to a further loss of rent payment as he has not been able to rent out the property.
- Allianz reopened the claim and sent a surveyor to Mr M's property in April 2024. It has agreed to pay for additional items, including additional plasterboard, kitchen base units and towards issues identified with the electrics that are related to the insured incidents.
- However, Mr M didn't agree with Allianz's updated settlement. He's said there are several issues that still hadn't been included in the settlement. Mr M was unhappy

with Allianz's handling of the claim and feels it has delayed progressing matters due to not handling issues individually. He raised a complaint with Allianz in July 2024.

- In its final response of September 2024, Allianz set out that it felt its updated offer was fair. It said it didn't think a further claim existed for loss of rent but added that it would consider further information if Mr M was able to provide it.
- It said it agreed for an electrical test to be carried out and would consider reimbursing any necessary electrical works related to the escape of water. But would not consider paying for full rewiring of the property or replacing the fuse box.
- It acknowledged Mr M's frustration regarding the claims process but maintained it had assessed the claim fairly.
- Mr M didn't agree with Allianz's response and so brought the complaint to our service.

In summary Mr C has set out the following:

- A considerable amount of time has elapsed since the claim was raised in 2019 Allianz failed to follow up or resolve issues promptly to allow Mr M to reinstate the property.
- He says the property is not habitable due to severe mould damage in the kitchen, wall panels and issues with the electrics. So, it cannot be rented out. Mr M says this has led to a loss of rent over five years, with further loss likely as reinstatement works have still not been completed.
- He says this could have been avoided had Allianz acted in a fair and prompt manner earlier in the claim. He says its actions caused avoidable delays which were further impacted by Covid-19 restrictions.
- He says the costs of labour and materials have increased since Covid-19, the settlement provided by Allianz in 2020 wasn't adequate, and the further settlement it offered in 2024 isn't sufficient.
- Mr M wants loss of rent covered at the property and believes three different periods should be considered between 2020 and 2025. He also feels council tax costs should be considered.
- Mr M said Allianz agreed to cover damage to the electrics early in the claim. He said a report was issued around March 2020 that recommended the property was rewired to bring it up to current standards and to replace the fuse box. He said he paid for this report but hasn't been reimbursed by Allianz.
- He says since 2020, new standards have been introduced for electrics and levels of safety. He said when Allianz revisited in 2024, Mr M suggested another electrician be brought in to assess the property, which Allianz initially declined.
- Mr M isn't satisfied with the opinion given by Allianz's surveyor regarding the electrics as the surveyor isn't a qualified electrician. Allianz have since agreed to pay for an electrical test and Mr M feels therefore they have caused unnecessary and avoidable delays.
- Mr M isn't happy with the Allianz's offer for the kitchen. He has set out the kitchen is of a high specification and doesn't feel Allianz have offered a like for like replacement. He said Allianz should have factored a full replacement into its offer in 2020 as it had been made clear by his contractors that the kitchen was not repairable and needed replacing. He feels Allianz have attempted to avoid replacing the kitchen due to the high cost.
- To resolve the complaint, Mr M has summarised that he wants full compensation for the rental loss he has incurred, compensation for the distress caused and a full

resolution of the remaining issues at the property – including the Kitchen, Electrics, mould issues (including outside the bathrooms), retiling the small bathroom and issues with the hallway entrance wall and second bedroom.

Our investigator's view

Our investigator recommended the complaint be upheld.

The Kitchen

She didn't think Allianz had acted fairly regarding replacement of the kitchen.

She said the policy covers the replacement of undamaged parts. She highlighted Mr M's contractor set out in March 2020 there was several items damaged in the kitchen and the units may not come out undamaged during repairs.

Therefore, it was reasonable to conclude the whole kitchen needed replacing and Allianz should have based its settlement on the whole kitchen, and not individual parts. She thought Allianz should pay for the replacement of the kitchen based on how much it would cost it to replace it – deducting any settlement it had already made.

Electrics

She said she was satisfied Allianz's offer regarding the electrics was fair. She said Allianz had set out it could repair the elements damaged by the escape of water, so its offer only needed to reflect this and not a full rewiring of the property quoted by Mr M.

Distortion in the bathroom wall

She acknowledged Mr M said the distortion had only become noticeable after repairs for the escape of water began. But she also considered Allianz had inspected the wall and identified the issues to be a construction defect and not related to the escape of water. She said considering the information available she was not persuaded the distortion was due to the escape of water.

Mould in the property

Our investigator said Mr M had set out he noticed the mould in areas of the property between 2023 and 2024, around three years after the claim had been settled. As Mr M had accepted settlement, she said it would have been for him to proceed with repairs or to mitigate any further damage in the property. While she acknowledged there had been delays proceeding with repairs, she couldn't hold Allianz responsible for this.

Plasterboard

Our investigator said she hadn't seen any evidence to suggest Allianz's offer regarding this wasn't fair.

Loss of Rent

Our investigator said Allianz agreed to pay for 15 months loss of rent in 2020. This included three months for works to be carried out. She said Mr M had accepted this, but as she didn't think Allianz were at fault for the delay in subsequent works starting, she didn't think further loss of rent was due.

She set out that she had seen no evidence that Mr M, or anyone on his behalf, had been in contact between 2020 and February 2024. So, she wasn't persuaded any further loss of rent claim needed to be considered at this time.

Allianz didn't agree with our Investigator. In summary, it said:

- Its original settlement covered a significant part of the kitchen replacement, including labour costs, but its revised offer in 2024 covered all remaining kitchen items previously not considered. It said Mr M has not provided it with any further information to substantiate any further costs being considered for the kitchen and it believes its offer reflects the complete kitchen replacement based on its own costs.
- It reiterated its position regarding loss of rent. It said Mr M had sufficient funds to address damage and facilitate the property being re-let. It didn't think a further loss of rent claim should be considered at this time.
- Regarding the bathroom and tiling issues, Allianz said these items were unrelated to the claim, so didn't agree to meet these costs.

Mr M didn't agree with our Investigator's view of the complaint.

He said:

- In his contractor's report of Jan 2021, the engineers referred to an earlier report of July 2020 where they mentioned that the kitchen base units were glued to the granite worktop and they abandoned any further work. They went on to say the units would not survive dismantling. He said the kitchen had, and still has, considerable mould in the wall cavities and cannot be used.
- Allianz's surveyor also observed in 2024 the units would not survive dismantling. He has reiterated about the specifications of the kitchen and that Allianz's offer is insufficient and it had failed to provide a like for like replacement.
- He reiterated that neither Allianz's surveyor or the loss adjuster are electrical experts. He said the electrical issues should be as simple as paying for a qualified and registered electrician to attend the property, test the electrics and compile a report.
- It was previously confirmed in 2019 and 2020 about the work required to the electrics.
- He reiterated that a loss rent claim needed to be considered and feels three different periods should be considered separately. He said investigations at the property continued from 2020 until a report was issued by his contractor in 2021. As investigations were still ongoing, he says Allianz should pay loss of rent for this period.
- A report of 2021 was provided to the business by his contractor and his broker, ("S") was also in contact between 2021 and 2024. So, he feels this period should also be considered.
- He feels a loss of rent claim should be considered from February 2024, until at least the kitchen is reinstated.
- Repairs to the small bathroom should be considered as a separate claim.

My provisional decision

I issued a provisional decision on 20 November 2025. In my provisional findings, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

I understand Mr M has strong views about what has happened, and I want to take this opportunity to extend my natural sympathy for the loss of close family members he's spoken of and the impact this has had on him.

Mr M has provided numerous submissions to support his complaint. I want to assure him I've read and considered all these carefully.

I appreciate I've summarised things in very concise way, and in far less detail than either party. But this intentional and not meant as a discourtesy. My findings focus on what I consider to be the central issues, and not all the points raised. It simply reflects the informal nature of our service, and my role in it. If I don't mention a specific point or piece of evidence, it doesn't mean I haven't considered it. I have.

The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. In addition, the role of our service isn't to handle Mr M's claim as we have to act impartially.

My role is to consider the evidence presented by Mr M and Allianz to reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I don't intend to uphold the complaint. I'll explain why.

Kitchen

A full and final settlement was issued around March 2020, I can see there has been a lot of back and forth about the settlement between Mr M and Allianz. And I can see Allianz has revised its offer several times regarding this and other elements of the claim. I can see reports from Mr M's contractors in 2019 and 2020 detailed the difficulty with removing the granite worktop and about the base units. But these don't confirm they couldn't be removed and I'm not persuaded any of these reports confirmed the kitchen had to be replaced in full.

Mr M has provided a report from his contractor in 2021 showing it felt a full replacement of the kitchen was required. But I haven't seen anything that persuades me this was brought to Allianz's attention until 2024.

Prior reports from contractors suggested the units might not survive dismantling, but this wasn't confirmed to be the case. So, I don't think Allianz acted unfairly in not agreeing to a full replacement of the kitchen in 2020. I've not seen evidence that persuades me Allianz saw the report from Mr M's contractor confirming the units didn't survive dismantling in 2021.

However, it has now adjusted its offer to cover the full cost of the kitchen – I've not seen any evidence to persuade me the offer isn't sufficient based on its own costs.

I don't agree this means loss of rent needs to be considered now either for any additional work needed in the Kitchen. While I sympathise with the circumstances Mr M found himself in between 2020 and 2024, Mr M had been provided with a cash settlement and the loss of rent payment made included time to complete the works. I can't attribute what happened after with Covid-19 restrictions or otherwise to the actions of Allianz.

If Mr M believes the settlement for the kitchen is still not accurate, he may consider engaging his own expert to consider this and provide a report for Allianz to consider. But he will need to be aware he may do so at his own cost and potentially may not result in the offer being increased.

Allianz had offered to arrange repairs, but Mr M wanted his own contractors to do the works.

Therefore, it was fair for Allianz to conclude its liability and pay what it would have paid its own suppliers to do the works.

The offer to Mr M is based on Allianz's own costs, not the cost Mr M may pay to repair the kitchen.

Electrics

Having considered everything, I don't think it is reasonable to ask Allianz to pay for a full rewiring of the property based on the information available.

It's not in dispute that parts of the electrics were damaged because of an escape of water, and in considering this Allianz would need to provide a settlement for an effective and lasting solution. Allianz's surveyor has set out a clear explanation of why the damaged items can be replaced individually. While I acknowledge the point made about the electrics being considered by an expert, I've not currently seen anything that persuades me this conclusion is obviously wrong. However, Allianz have agreed to reimburse for the cost of an electrical test, which I think is reasonable.

While the electrician's report provided by Mr M previously sets out there are parts of the electrics that need updating in line with current regulations, it doesn't say these parts are water damaged or give any indication that a repair can't be carried out as Allianz's surveyor has later suggested. Allianz also clarified following an email in April 2020 where the electrics had been mentioned that its settlement wouldn't be updated.

Given what I've set out above I wouldn't expect Allianz to bear the cost of a full replacement of the electrics at this time, however it should consider the results of a further electrical report if one has not been provided.

Distortion in the bathroom wall

Allianz's surveyor said around March 2024 the bowing in the wall was an inherent defect in the construction of the property and not related to the escape of water. It also noted there was no blown or cracked tiles, cracks in the grout or other things that would support the escape of water was responsible.

Allianz is entitled to rely on the opinion of its experts. And in these circumstances, it concluded the wall is not bowing due to the escape of water. I haven't seen anything that persuades me their opinion is obviously wrong, or any expert opinion that contradicts this.

So, I don't think Allianz are required to do anything here. Again, if Mr M believes a further claim exists, he can provide further information to Allianz to consider.

Mould

Mr M said he noticed mould in the bathroom and hallway in 2023 and in the small bathroom in 2024, around three years after Allianz settled the claim in full.

Mr M had been provided with a cash settlement to rectify the issues at his property in 2020.

So, I won't be holding Allianz responsible for this. Whilst I appreciate that mould may have been a consequence of wet conditions in the property, by the time the damp was noticed I'd have expected the property to be dried and stripped out completely. So, it would have been for Mr M to mitigate the circumstances.

Again, I acknowledge what Mr M has said about his personal circumstances and how this caused delays in rectifying matters. But this isn't Allianz's responsibility. As such, I won't be asking Allianz to cover these costs

Plasterboard

Allianz said in its initial settlement they paid for around 52sqm of plasterboard and it has now further allowed for an additional 20sqm under its latest settlement.

I've not seen any evidence from either party that persuades me this amount is incorrect, so I don't think Allianz needs to increase its offer.

However, again Mr M can provide further evidence to Allianz to consider if he chooses to.

Loss of rent

The claim was settled in full in 2020. This meant Allianz's involvement in the claim had ended and Mr M was responsible for arranging repairs at the property.

I appreciate Mr M's comments that repairs starting were impacted by the Covid-19 pandemic and the ability to employ contractors and purchase parts became difficult. He also has my natural sympathy about the personal circumstances he's disclosed, which he has explained delayed further any work being undertaken.

However, as the claim had been settled, Allianz's involvement had ended, and the delays aren't something that happened due to actions it took.

Further damage has been discovered at the property, but I don't think this means Allianz should consider a further loss of rent claim for the time it will take to rectify these.

Allianz has never been given the opportunity to review the additional issues regarding the claim due to the lack of contact between 2020 and 2024.

I've also considered what Mr M has said about council tax, but this isn't covered under the policy. So, I don't think Allianz needs to consider this.

Whilst Mr M has explained that this would've been a cost covered by a tenant if the property was habitable, I don't think the property has remained uninhabitable due to any of Allianz' actions. As such, I won't be holding them responsible for this.

I can see from reviewing matters that there a lot has happened in this claim. There have been a number of aspects which Mr M and Allianz have gone back and forth over.

The claim has been brought back to Allianz in 2024, three years after a large settlement had been paid to Mr M. I don't consider it unreasonable that Allianz would seek to clarify matters on what its being asked to pay, and whether this formed part of the claim.

Having considered matters I've not identified it has caused avoidable delays in its handling.

So I'm not intending to ask it to pay Mr M compensation.

So, for these reasons, I do not intend to uphold this complaint."

Responses to my provisional decision

Allianz didn't provide any further response to my provisional decision.

Mr M didn't agree with my provisional decision and set out in considerable detail why.

In summary he said:

- I have ignored our Investigator's findings. In particular, what our investigator said about the reinstatement to match section of the policy. He says the wording of this section obligates a full kitchen replacement.
- The settlement issued in 2020 was not a full and final settlement. He said the kitchen doors were not included and has reiterated that the settlement he was paid was incomplete.
- Mr M said he only accepted cash settlements from Allianz to get work moving forward.
- Allianz's surveyor confirmed in 2024 that the kitchen units would not survive dismantling and had questioned why these had not been agreed before.
- Allianz's surveyor had admitted in 2024 he was not a qualified electrician. And despite Mr M's request, Allianz refused to commission a qualified electrician to provide an electrical installation report.
- A loss adjuster accounted for an electric repair in 2019, but Allianz failed to include this in its settlement.
- It only accepted this in early 2024, demonstrating the claim was never properly closed.
- An electrical inspection carried out in 2020 was observation only and cannot certify safety at the property.
- Standards have also changed since then, and a new inspection report is legally required.
- Without a valid safety certificate, he hasn't been able to rent out the property and as such has lost rental income.
- He demands Allianz fund a full independent electrical inspection report by a qualified electrician, considering current standards and to compensate him for a loss of rental income due to the absence of a valid electrical safety certificate.
- He disagreed with my provisional findings regarding the bathroom damage, he said he has submitted photos and engineering evidence that was not assessed.
- Mould remediation in 2020 covered only base unit height and that full mould damage, up to two metres high covering wall units was ignored.
- The property remains unsafe, uninhabitable and unrentable
- Due to the issues with the missing Electrical Installation Condition Report and the incomplete reinstatement, the property has remained unrentable for years.
- There has been a five-year delay, a financial loss and an inability to use the property. Therefore, he feels Allianz should provide compensation.
- Allianz has not discharged its contractual obligations and avoided appointing experts to assess the property. He says it relied on flawed assessments, and I have overlooked this in my provisional decision.
- He has pointed to several FCA and regulatory principles he believes have been breached by Allianz including Consumer Duty.

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.

It's worth noting that both parties have had opportunities to provide their side of things and in doing so all parties have provided substantial, detailed submissions. I've considered everything that has been provided up to the deadline, including extensions, that were granted following my provisional decision.

I note Mr M has provided directions on how he expects my decision to be presented. I must make it clear, however, it is not part of our process to allow either consumers or the businesses they are complaining about to try to direct the course of our investigations, to dictate the issues they think we should consider or to provide questions they require the other party to answer to their satisfaction.

If we were to allow either party to direct our investigations, it would compromise our independence and impartiality.

I don't say this as a discourtesy or in dismissing what either party has said. So, if I don't mention any particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This is just a reflection of the informal nature of our service.

I've reconsidered all the available information including all of Mr M's additional comments and submissions, including the several responses he's provided to my provisional findings, but it doesn't change my decision – or my reasoning.

Kitchen

I have seen a copy of an email chain from March and April 2020 between Allianz, Mr M and his broker. In this the kitchen doors are discussed. It sets out that due to the matching items clause all doors have been considered for replacement. Underneath it provides further detail which includes details of the scope of work with mention of kitchen doors added. The surveyor appointed by Allianz also details in correspondence that the doors appear to have been included in the settlement.

The only element I can see that wasn't in the settlement in 2020 was the carcasses, which have now been reflected in the additional settlement Allianz has offered in 2024.

Again, as I've set out previously, there is no persuasive evidence that confirms the kitchen was destroyed, while it was in dispute whether the kitchen would survive dismantling, it wasn't until the 2021 update by Mr M's contractors that it was confirmed it wouldn't.

No evidence has been provided that shows this update report was provided to Allianz at the time. I can't see Allianz were aware of this until 2024.

While its surveyor questioned why this wasn't settled previously, I must consider what happened at the time in 2020, and as above, it was not clear the kitchen wouldn't survive dismantling.

Allianz have now offered to replace units that weren't in the settlement. I can't reasonably see what else needs to be replaced.

As I set out in my provisional findings, the settlement was offered at cost to Allianz, which again it made clear to Mr M in its emails at the time.

I'll also note that I've seen a response from Mr M to Allianz's adjuster in April 2020 in which he says that he was expecting a higher settlement amount but was pressed to take repairs forward, and although he didn't agree with the amount, he had to accept the offer due to his current situation – or he would make a loss in reinstating the apartment.

While Mr M continued to liaise and dispute the contents of the settlement after this, and Allianz did consider and make amendments on its offer, I'm satisfied he accepted settlement. And therefore, he was in a position to mitigate the impact to the property at that point.

So I don't think the matching clause is relevant which is why I reached my conclusion in the provisional decision that Allianz have offered a full settlement in this regard.

I confirm I've also considered the information provided by Mr M from a kitchen fitting expert. This email is a quote for a new kitchen, it does provide some comment on the specification, but it isn't a technical report, and it doesn't set out any reason that persuades me Allianz should consider funding the cost of replacement quoted in the email. And as I've said above due to the circumstances in 2020, I don't think Allianz acted unfairly in cash settling when it did – or at its own costs.

I don't agree Mr M's assertions that the claim has remained open.

Allianz revisited the claim. Under fair and reasonable principles, this is what I would expect it to do, rather than ask Mr M to start a new claim if there was reason to believe it needed to revise its previous settlement because new information had come to light.

While its unusual, I don't think this means the claim never closed or that Mr M can simply come back and add new items to the claim or demand further payments at any point in the future.

Regardless, this isn't relevant to the fact a settlement was paid in 2020 and there was no contact for around 3 years which prejudiced Allianz's position.

Electrics

I can see this was also discussed between Mr M and Allianz in April 2020. I can see Mr M set out he was waiting for a report and a quote for the electrics, as well reimbursement for a report. However, I can see in response to this Allianz made it clear in its emails it didn't intend to revise its offer.

I explained in my provisional decision that while Mr M has provided a report that shows the property was recommended to be rewired and reports several items should be replaced to bring it up to current regulation, it isn't persuasive that this all needed to happen due to the water damage.

The surveyor, while not an electrician, is suitably qualified in remediating water damage claims, and therefore I consider what he has said to have some merit.

Given what I've set out above, and the concerns Allianz raised about further deterioration to the electrics during the period of no contact, I think it's reasonable Allianz to want further verification about this damage before it agrees any further payments.

Allianz have agreed to pay for an electrical inspection, which I think is fair and reasonable. I don't think its unreasonable for Mr M to request Allianz to arrange this from one its panel of contractors, but I note Mr M has wished to use own contractors throughout claim, so he may wish to do so here too. However, again I'd only expect Allianz to have to pay what it would have paid one of its panel contractors

Mould

Mr M has set out in his further response that the mould remediation in 2020 was insufficient. He has mentioned the entire kitchen being affected.

As well as what he has said about noticing mould in the bathroom and hallway in 2023, and in the small bathroom in 2024, around three years after Allianz settled the claim.

I can see the settlement previously paid included mould remediation and as Mr M had been provided with a cash settlement to rectify the issues at his property in 2020 it would have been for him to mitigate this.

So, I won't be holding Allianz responsible for this. Whilst I appreciate that mould may have been a consequence of wet conditions in the property, and sometimes mould can further present itself it. But it would have been for Mr M to commence repairs, and this would include arrangements to dry and strip the property. And I'm satisfied Mr M had the means to do so after being provided settlement.

So, it would have been for Mr M to mitigate the circumstances.

Again, I acknowledge what Mr M has said about his personal circumstances and how this caused delays in rectifying matters. But this isn't Allianz's responsibility. As such, I won't be asking Allianz to cover these costs

Distortion in the wall

Mr M has referenced engineers reports. But I have not seen any expert evidence other than that of Allianz's comments in 2024. So, my findings remain unchanged here.

Allianz's surveyor said around March 2024 the bowing in the wall was an inherent defect in the construction of the property and not related to the escape of water. It also noted there was no blown or cracked tiles, cracks in the grout or other things that would support the escape of water was responsible.

Allianz is entitled to rely on the opinion of its experts. And in these circumstances, it concluded the wall is not bowing due to the escape of water. I haven't seen anything that persuades me their opinion is obviously wrong, or any expert opinion that contradicts this.

So, as set out in my provisional findings, I don't think Allianz are required to do anything here. As I said before, if Mr M believes a further claim exists, he can provide further information to Allianz to consider.

Loss of rent and compensation

The claim was settled in 2020. I can't see after around 2020 that Mr M made further contact with Allianz until 2024.

Allianz had made clear in several emails in 2020 that it was not prepared to keep revisiting the settlement it had offered to Mr M, and it was clear it had offered a settlement at its own costs. Not Mr M's.

Therefore, I'm satisfied its involvement in the claim had ended and Mr M was responsible for arranging repairs at the property from that point.

I appreciate Mr M's comments that repairs starting were impacted by the Covid-19 pandemic and the ability to employ contractors and purchase parts became difficult. He also has my natural sympathy about the personal circumstances he's disclosed, which he has explained delayed further any work being undertaken.

However, again, and as set out in my provisional decision, I'm not satisfied this is due to Allianz's actions.

Further damage has been discovered at the property, but I don't think this means Allianz should consider a further loss of rent claim for the time it will take to rectify these.

Allianz has never been given the opportunity to review the additional issues regarding the claim due to the lack of contact between 2020 and 2024. I've set out also why I'm not persuaded based on the available evidence that Allianz is responsible for the electrical issues. Again, it would be for Mr M to have mitigated this in the period between 2020 and 2024. I also note I haven't seen anything that persuades me it was Allianz's responsibility to fulfil the legal requirements of providing a safety certificate for this for the reasons I've set out.

I've also reconsidered what Mr M has said about council tax, but this isn't covered under the policy, and I don't agree Allianz has to pay for any further loss of rent at this time. So my finding remains unchanged here from my provisional decision - I don't think the property has remained uninhabitable due to any of Allianz' actions. As such, I won't be holding them responsible for this.

Regarding compensation. I will reiterate what I've said in my provisional decision.

I can see a lot has happened in this claim. There is significant correspondence and further damage that has been introduced on multiple occasions, making this claim very complex.

There have been a few aspects which Mr M and Allianz have gone back and forth over. And Allianz have reiterated on several occasions that its offer to Mr M was final and it didn't intend to revisit it.

The claim has been brought back to Allianz in 2024, three years after a large settlement had been paid to Mr M. I don't consider it unreasonable that Allianz would seek to clarify matters on what its being asked to pay, and whether this formed part of the claim.

Having considered matters I've not identified it has caused avoidable delays in its handling.

Regulatory principles

Finally, Mr M has mentioned several regulatory principles. All regulatory guidance and relevant law have been taken into consideration when I've considered my provisional and final decisions, as well as the evidence and arguments, provided by all parties. This includes the principles mentioned by Mr M.

But this doesn't mean I'm required to comment on every single regulation or piece of law specifically, or individually. This isn't the role of our service which is an informal alternative to the courts.

Having considered everything again, including the further submissions provided I remain of the opinion, for the reasons set out above and in my provisional decision, that Allianz have dealt with the claim in a fair and reasonable way.

My final decision

My final decision is that I do not uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 January 2026.

Michael Baronti

Ombudsman