

The complaint

Ms C complains about the way Aviva Insurance Limited ('Aviva') handled an escape of water claim she made on an insurance policy.

What happened

Ms C is a lessee of a flat insured under a block buildings insurance policy underwritten by Aviva. The freeholder of the property is the policyholder and Ms C is a potential beneficiary under the policy.

Ms C raised a claim in 2024 following water damage to her flat caused by the property above hers. Aviva accepted there was cover and elected to settle the claim via reinstatement. The reinstatement works were progressed through the managing agent of the block acting on behalf of the policyholder. Specification of works was prepared, and the works were carried out by contractors arranged through that process. Aviva authorised the scope of works and approved payments in line with the specification that had been prepared through the managing agent's process.

Aviva said the works had reached practical completion by early July 2025, but Ms C was unhappy with the completed works. She said the bathroom works were not completed on a like for like basis and did not comply with the agreed specification and the electrical certification she was provided with was invalid and did not render the property lawfully habitable. Ms C said she was unable to rent her property out as a result. Ms C also said Aviva had exercised control over the reinstatement works and therefore bore responsibility for their completion, and she said Aviva had failed to pay an outstanding sum of £2,050 which she said was for rent and utilities.

Aviva said they didn't appoint or contract with the reinstatement contractors and said the works were arranged by the managing agent and that their role was limited to authorising costs. They considered the certification provided sufficient and maintained that loss of rent was reasonably paid up until the end of July 2025, which was beyond the date of practical completion. Ms C remained unhappy with Aviva's handling of the claim and complaint – so, she brought it to this Service.

An Investigator looked at what had happened but didn't recommend the complaint should be upheld. They set out that they weren't persuaded Aviva was responsible for the contractor's workmanship and didn't feel there was sufficient evidence to demonstrate the electrical certification was invalid. The Investigator also considered that Aviva's position on loss of rent was fair and said the £2,050 had been offered but not accepted by Ms C. The Investigator said he could request that Aviva raise this sum if required.

Ms C did not agree with the Investigator's outcome. She maintained that Aviva had retained operational control of the repair works and had failed to deliver a like-for-like reinstatement. She said that the electrical certificate she had been provided was not valid which meant her property could not be rented out and said that she was experiencing a loss of ongoing rent as a result. Finally, she also raised additional concerns around laminate flooring defects which she said had been incorrectly installed.

Ms C asked for an Ombudsman to consider the complaint -so, it's been passed to me to decide

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 overall conclusions as the Investigator, and I do not uphold this complaint.

I want to start by acknowledging that I've summarised Ms C's complaint in less detail than she's presented it. Ms C has provided several detailed submissions about why she disagreed with the Investigator's recommended outcome. However, I haven't commented on each and every point she's raised. Instead, I've focussed on what I consider to be the key points I need to think about in order to reach a fair outcome, which reflects the informal nature of this Service. I assure Ms C, however, that I've read and considered everything she's provided.

I also need to set out what I can consider as part of this complaint, because Ms C has raised a complaint point about her laminate flooring that Aviva hasn't had the opportunity to consider and respond to yet. I've looked at the original complaint, and I can see the complaint was focused on the three main issues Ms C raised at that time. So, I will only be looking at those aspects of the complaint here in my decision. I've addressed each in turn below, for ease of reference.

The reinstatement works

The crux of this part of Ms C's complaint is that she says Aviva elected to settle the claim by reinstatement and authorised the scope of works and payments, so they effectively assumed responsibility for the quality and completion of those works. She has outlined in detail why she feels Aviva bought operational control almost required to deliver and like-for-like reinstatement. And I can see she has made several references to Aviva's responsibilities under the relevant industry rules and guidelines, such as the Financial Conduct Authority's ('FCA') Dispute Resolution Rules ('DISP') and the Insurance Conduct of Business Sourcebook ('ICOBS').

However, having carefully considered this complaint, I am not persuaded the available evidence supports that conclusion. The policyholder under the insurance policy was the freeholder off the block, and the reinstatement works were arranged through the managing agent acting on the policyholder's behalf. While I don't find Ms C, as a leaseholder, lacks standing to complain, I do think that the evidence shows that the specification of works was prepared through the process outlined by the managing agent and contractor engaged accordingly.

While Aviva authorised the scope of works and agreed to meet the reasonable cost of reinstatement under the policy, I've not seen any evidence that persuades me Aviva appointed the contractors, entered into a building contract with them, or took over day-to-day supervision of the works. I'm ultimately persuaded that the evidence demonstrates the Aviva authorising costs in line with the specification set out by managing agent amounts to assuming contractual responsibility for workmanship issues. And on the evidence I've seen, I'm satisfied the contractual relationship that works was between the contractor and those who engaged them, and not with Aviva.

I've also considered the further evidence Ms C provided showing a loose electrical wire in July 2025, shortly after practical completion was recorded. She's also provided copies of contemporaneous text messages raising her concerns with outstanding bathroom items and the electrical certification. And I can see Aviva previously acknowledged Ms C's dissatisfaction with certain aspects of the works in August 2025. However, given the evidence I've seen largely amounts to Ms C's own assessment of the workmanship and why she feels it is non-compliant, in those circumstances, I'm not persuaded that it can be shown Aviva has acted unfairly here.

Ultimately, I am not persuaded Aviva's role in authorising the reinstatement costs means they assumed legal responsibility for the contractor's workmanship.

Electrical sign-off and property habitability

This part of the complaint focuses on Ms C's belief that the electrical sign off certificate she was provided with following the works was invalid and that, as a result, her property was not lawfully habitable. Ms C has provided evidence of what she understands to be regulatory breaches and says this prevented her from renting the property out which has caused an ongoing loss of rent.

I've carefully considered the available evidence, including the electrical work certificate and the Companies House information Ms C has provided. I can see the certificate that was issued was a *Minor Electrical Installation Works* certificate relating to the bathroom works. But Ms C says that a full electrical installation certificate should have been issued instead, and that the contractor or certifier was not properly registered. She is also referred to various regulatory provisions in support of her position, such as explaining that one of the company's was insolvent. Finally, Ms C says that the certificate as issued was not available in any event at the point practical completion was recorded in July 2025.

While I accept there was a short period between completion and the provision of the relevant electrical certificate, I'm not persuaded this demonstrates that the certificate was invalid, or that the wrong form of certification was issued for the works undertaken. I also haven't seen anything to show that the installation was overall unsafe. While I sincerely appreciate the concerns raised, they appear to stem from Mr C's interpretation of the regulations rather than from an independent electrician's report which demonstrates the installation was non-compliant or dangerous.

I should also point out that I've not seen any persuasive evidence that the works have been required to be redone, that enforcement action has been taken, or that the property has formerly been deemed unsafe or unlawful to occupy. I also haven't been provided with any evidence from a qualified electrician that states the installation failed to meet the relevant standards or that the certificate that was issued was legally ineffective.

While I sincerely understand Ms C was concerned about the type of certificate issued, I must decide this complaint on the evidence available to me. And on that evidence, I'm not persuaded it can be shown the electrical works were unsafe or unlawfully certified. I'm also not persuaded the existence of snagging items fairly demonstrates that the property was uninhabitable following the works being signed off as completed in July 2025.

Loss of rent

Following the Investigator's view of the complaint, Ms C responded and said that Aviva owed an outstanding sum of £2,050 – made up of £1,750 for rent in July and £300 for utilities. She said this was agreed but remained unpaid. She also maintained Aviva should pay an

ongoing loss of rent given she couldn't rent her property out until the works had been completed and a new electrical certificate was issued.

I can see the Investigator outlined that Aviva had agreed to pay rent up to late-July 2025 which they felt was fair because this was beyond the date on which works were completed. The Investigator said Ms C hadn't accepted this though and that if she would like to now accept the rent offered up to 27 July 2025, they could ask Aviva to raise this. But the Investigator said they wouldn't be recommending any further payment for any ongoing rent Ms C felt she'd lost beyond that date.

From the evidence I've seen, I'm satisfied this is a fair and reasonable conclusion and that Aviva agreed to pay a loss of rent up to late-July 2025, which was after the date the works had reached practical completion. And I've explained above, I've not seen any persuasive evidence which demonstrates that the property was legally uninhabitable after practical completion, even where there was a delay in returning a set of keys. So, it follows that I'm not persuaded Aviva acted unfairly here and it did not find that they are responsible for any loss of rent beyond the period they have already agreed to cover.

Conclusion

I appreciate Ms C's strength of feeling about the way this claim has been handled and I don't underestimate the experience has been frustrating for her. I've carefully considered all of the submissions she's made, including her detailed references to regulatory provisions and her concerns about the reinstatement process overall. However, I'm ultimately not persuaded that Aviva assumed contractual responsibility for the contractor's workmanship, and I don't find it can be shown that the electrical certification issued was invalid or has meant the property is now legally uninhabitable.

My final decision

For the reasons I have set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 23 March 2026.

Stephen Howard
Ombudsman