

The complaint

Ms W has complained about her let property insurer Allianz Insurance Plc regarding its handling of and settlement for a claim she made to it when her let property suffered water ingress.

What happened

Ms W let a property which was tenanted. In November 2022, Ms W was living abroad and her tenants left the let property prior to their lease ending due to water ingress. Ms W made a claim which Allianz accepted.

About a year later, the claim was still ongoing, with the property still in a state of disrepair. Ms W returned to the UK. She was unhappy about a number of things including the state of the property. Allianz said the property was suffering from some non-insurance related damage and disputes then arose about what Allianz would pay for.

Allianz did make a number of claim settlement payments to Ms W, including for loss of rent. The property was eventually reinstated in August 2024. Allianz believed it was let at this time but Ms W has said no short term let was found so a decision was made to market the property for short holiday lets. The property was then earning a letting income from January 2025.

When Ms W complained to Allianz it offered a very brief final response letter (FRL) commenting on just two subjects. It said it hadn't been clear with Ms W about the need for installing a DPC (damp proof course) so it would pay half of the installation cost and the full cost of removing the (spiral) staircase. Allianz accepted it hadn't handled things well at times and said it would pay £1,000 compensation.

Ms W complained to the Financial Ombudsman Service. She said Allianz had acted so poorly she'd been forced to return to the UK and she explained a series of events which had then ensued, resulting in the loss of her belongings and her car – which she felt was all Allianz' fault. She said it should have offered to cover her accommodation costs when she got back to the UK. She explained she'd had a car accident due to all the stress Allianz had caused, which had caused her further financial loss. Ms W set out that one of her tenant's at a different property had left owing rent – which she feels they would not have done had they not seen how Allianz treated her.

Turning to the reinstatement work Ms W said she wanted Allianz to pay more. She said it's report on her property had been fabricated to show defects and give Allianz cause to not fully settle her claim. During the course of our investigation, and having been unsatisfied with some findings issued by our Investigator, Ms W provided hundreds of documents for consideration such as; invoices – including for contents items, utility bills, council tax letters, and bank statements. Also a report from her own surveyor. She set out a list of every single cost, whether owed by Allianz or paid, she feels it is liable for, although no total figure was given by Ms W of what she'd now like Allianz to pay. She included costs for replacing storage heaters and the property's boiler.

The complaint was referred for an Ombudsman's consideration. Before I made any findings on the complaint, I asked our Investigator to send Allianz Ms W's surveyor's report and her property inventory. I asked our Investigator to ask Allianz if those documents changed its view on what it had alleged were defects and/or if they made it inclined to increase the claim settlement. Allianz provided a brief reply, it didn't answer those questions.

I reviewed the complaint. Given the wealth of additional information, I issued a provisional decision. I was minded to uphold the complaint and made a number of awards but I wasn't persuaded that Allianz was responsible for everything which Ms W believed it was. My provisional findings were:

"It is likely that Ms W, and even Allianz will feel that my findings don't cover all points of contention, every piece of legislation referred to and every argument exchanged. But I can assure both that I have taken everything said and provided into account. Our Service though is an informal one and our rules allow me to issue findings which focus on what I consider to be the key complaint points and set out the main reasoning for reaching the view I have come to.

Delay

I'm setting this out at the start as I think it's important that both parties know my view on this as they read through my further findings set out below. I think Allianz could have done some things better and I note it has accepted it caused some delay. However, I think it's also necessary to understand that the neighbour's guttering wasn't fixed until July 2023. No meaningful reinstatement could have occurred then before that point. The property was subsequently stripped but this could, I think, have occurred sooner than it did. Likely by around three months.

It was after the property was stripped that the claim stalled again. With the parties discussing Allianz' findings about multiple defects at the property. I've said, later on in my findings, that I've found some of its concerns were valid. But I also think it could have listened to Ms W a more when she was disputing its views and she's reported poor communication particularly in the first half of 2024 after her return to the UK. All of which Allianz seems to accept.

It's offered £1,000. I find that fair and reasonable in the circumstances and given the awards of this type that we make.

Key concerns/ requests for reimbursement of costs from Ms W

Costs to Empty Dehumidifier –

Ms W had someone emptying dehumidifiers for her. Really this was something Allianz should have been doing. I'm satisfied it reasonably should pay the invoiced cost Ms W had of £1,080, plus interest applied from 10 July 2023, the invoice date, until settlement is made.

Furniture and Lighting Items –

Ms W has replaced furniture including curtains and lighting, including light bulbs.

I've seen no evidence that lighting at the property was damaged and needed replacing.

Ms W claims for a dining table and chairs, a desk and a coffee table. I've seen no reason why a table and chairs would need replacing – these are items which can easily and simply be cleaned. There is no desk or coffee table on the property's inventory, so I'm not satisfied Ms W had supplied these as landlord's contents items before the loss. If she had, my view would be the same as the dining table and chairs.

The sofa and armchair would be unlikely to respond to cleaning in the same way. However, the inventory shows that, even before the loss this suite was not in a good condition. The photos show it looking saggy and discoloured. I think this was always something Ms W would have needed to replace by late 2022 even without the water leak which caused her tenants to leave. I'm not going to require Allianz to cover Ms W's cost to replace this.

The property, according to the inventory, did feature curtains (and a blind in each of the two bedrooms). There was also one metal-framed bed, with a mattress, upstairs. I'm going to require Allianz to pay Ms W for the curtains, blinds and mattress. Simply put, soft furnishings like these will deteriorate in a damp property and Allianz should have arranged early on for the items to be removed. The inventory shows that, prior to the loss, they were in a good condition. The replacement mattress cost, as I understand it, £99. That seems reasonable to me. Allianz should pay this. Ms W says her total outlay for curtains and blinds was £806. I'm not persuaded that sum equates to reasonable like for like replacements – not given the size of windows, numbers of curtains and blinds detailed on the inventory and the quality of the items evidenced from the photos. I think £400 would be reasonable to obtain replacements. I'll require Allianz to pay Ms W £499 to settle her contents claim.

Bank Statements Showing Payments to Retailers –

Ms W sent a number of bank statements which, she says, show payments for things she no longer has receipts or invoices for. The statements show payments being made to various retailers – from supermarkets to diy merchants. I'm not going to require Allianz to make any payments. Whilst I don't doubt that Ms W now thinks these were all payments related to the property's reinstatement, I can't be certain of that. And without knowing what the sums were paid for I can't reasonably require Allianz to reimburse them.

Boiler, Storage Heaters and Shower –

Ms W has replaced these, or feels they should be replaced. She says that was necessary on account of the prolonged period of unoccupancy so I think she sees the need for replacements as stemming from either the claim, or Allianz' handling of it. I'm also not sure if she had put the need for replacement of these items to Allianz. However, Ms W has not produced any expert evidence which shows these needed replacing or why. It's unlikely I think, that Allianz would agree to consider these further without expert detail. If Ms W has that she should send it to Allianz for consideration.

Alternative Accommodation, Vehicle and Transport Costs –

Ms W thinks Allianz should have paid for her to live somewhere when she returned to the UK. She's also set out costs for vehicle hire, petrol and roadside assistance cover. These are not things, in my view, Allianz reasonably has to pay for. The policy does not cover them and I've seen no failings of Allianz which would make me think I should reasonably be making it reimburse such costs.

Personal Consequential Losses –

By the above I mean things which happened during the course of the claim but which were not directly related to it. So under this section I am referring to all of the unfortunate events which occurred when Ms W chose to leave her home abroad and come back to the UK, the car accident she had in the UK and her tenant for another property going into rent arrears. I acknowledge it has been an incredibly difficult time for Ms W and I can see, from her position in the centre of everything that happened, why she might think Allianz was to blame for it all. However, I trust Ms W will understand that I've considered this from my removed and impartial perspective and I'm satisfied Allianz is not reasonably liable for any of that – either regarding upset caused or costs incurred or lost. Very simply, for an insurer to be liable for consequential losses, those losses have to be reasonably foreseeable as a result of their failures. In my view that's not the case here.

Summary of key payments Allianz paid/agreed to pay/refused to pay

I set this detail out here so both parties can be clear, as we move forward what I understand has been agreed to and/or paid and/or refused. If either party thinks I'm wrong here, they can tell me and I'll review.

Kitchen – £4,945 plus VAT, total £5,934. Paid.

Kitchen appliances – £885. Agreed, payable upon sight of invoices.

Debris removal – £250 (50% of total). Paid.

Upstairs carpet – £322 (50% of total). Paid.

Replacement windows – £750. Agreed, payable upon sight of invoices.

Electrical works – £2,500. Agreed, payable upon sight of invoices.

Stopcock £225 and pipework – Refused.

Staircase – £900. Agreed in FRL, not clear if paid.

Floor DPC – £2,750 (50% of total). Agreed in FRL, not clear if paid.

Council Tax – Costs for late 2024. Refused.

Loss of rent – £13,515 (of a maximum £19,080 24-month entitlement). Paid.

I'll now offer some findings from me on these items.

Kitchen, Including Appliances –

There was some reluctance initially from Allianz to pay for the replacement kitchen. But I note Ms W has presented to this Service an invoice for the kitchen replacement totalling £5,850, which includes supply and fit of a washing machine, cooker and hob. I'll share this with Allianz and it can confirm if this will allow it to release the appliances payment. But, generally speaking, I'm satisfied Allianz' payment and offer were fair and reasonable.

Debris Removal and Upstairs Carpet –

Allianz said 50% for removal because some of the debris was from work necessary at the property which was non-claim related. Regarding the carpet it said it may have been damaged by Ms W's contractors or its own. I'm satisfied that Allianz has settled these heads of claim and complaint fairly, I'm not minded to make it pay more.

Windows –

Allianz' offer to pay this sum on site of invoices is fair and reasonable. I don't think this has been provided to Allianz yet and paid by it. If it has been, I'm sure the parties will let me know. If it hasn't – I haven't seen any invoices for this amongst the many documents Ms W has provided. If I've missed it, I apologise. If she has an invoice and/or can direct me to a copy she has already sent, I'll be happy to pass it on to Allianz. To be clear – we are not claim handlers, nor do we act for either party – but I see passing on detail like this in this complex long running claim as part of effectively deciding and resolving the complaint.

Electrical Works –

Allianz' offer seems reasonable. I have seen an invoice for this. It is for a total of £2,997.35. It seems to be the VAT sum which mostly takes this invoiced sum over and above the £2,500 Allianz offered to pay. I'll share the invoice with Allianz and it can advise if that is sufficient for it to now release the payment offered and to increase that offer to reflect the sum invoiced.

Stopcock and Pipework –

Ms W wants £225 for replacing the stopcock, there is another, subsequent invoice for pipework, for £658.08. Allianz' file only refers directly to the first sum, but the content of the detail on its file satisfies me it had seen both invoices. The first invoice for £225 details how Ms W's contractor found the kitchen pipework, including the stopcock after Allianz' contractor stripped the room. In short, I find the comments persuasive. And I don't find the short, varying comments – it was Ms W's contractor that did the damage, it was wear and tear – on

Allianz' file are persuasive. It's produced no evidence to support its refusal. On balance, I think Allianz should pay these two sums to Ms W, plus interest from the respective invoice dates of 15 February 2024 and 3 March 2024.

Staircase –

Allianz has agreed to pay for the staircase, this offer was put forward in its FRL. To that point it had been refusing payment. I think that offer is reasonable, it doesn't seem to have been tied to any request to see an invoice. If Allianz hasn't paid this sum of £900 it now should, with interest applied from the date of the FRL until settlement is made.

DPC –

Allianz had offered to pay 50% towards the DPC. It's recorded the total cost as £5,500. From what the parties have said I think this agreement was just regarding the floor DPC (or rather membrane) – that Ms W was not looking for Allianz to pay for damp proofing the walls. I agree with Allianz it was not clear with Ms W about the need for a DPC nor what she should do once a report was obtained (which it had instructed her to do). It is that lack of clarity which has caused Allianz to offer 50%. So Allianz isn't suggesting only half of the floor was affected, meaning it will only pay half.

Bearing in mind that Allianz has said it caused a lack of clarity, I can understand why Ms W thinks it should cover the full cost (which she says is £15,000 and I'll address in a minute). However, I bear in mind that the floor of Ms W's property did have a DPC in place, which was subject to a thirty-year guarantee. And that guarantee was issued nearly three decades ago. As such, I think replacing the DPC was something Ms W would have been needing to do in the very near future anyway. In all of the circumstances here I'm satisfied Allianz' offer to pay 50% – a sum of £2,750 – towards Ms W's overall cost is fair and reasonable.

Ms W says the total cost charged by the DPC company was £15,000. Having reviewed the invoices, I think Ms W is mistaken. I add this explanation for clarity and to help Ms W understand why I think the sum of £2,750 is both fair and reasonably represents half her likely costs.

The company asked Ms W for a £3,000 deposit. Which she paid. The final invoice – which I believe covered both the walls and floor – was for £12,000. Ms W thinks that the deposit was incurred on top. The final invoice shows it was not – it sets out two charges for work actually done and then the deposit sum is deducted before VAT was added and the amount owing of £12,004.80 was stipulated.

So Ms W paid just over £12,000 for all the damp proofing. The invoice does not breakdown the costs between the floor and the walls. So I've looked at this on the basis of the overall cost being divided equally between the two. It may not have been an equal split but in the interests of moving this matter on and given the likely difficulties if I asked Ms W to gather more information at this late date, I think that is a fair way to view it. Allianz then, following its offer to pay for half of the floor costs, would effectively be liable for half of one half ie a quarter. A quarter of £12,004 is £3,001. Allianz' offer, of £2,750, is quite close to that sum. In all of the circumstances here, I'm satisfied its offer is fair and reasonable. If Allianz hasn't paid this sum of £2,750 it now should, with interest applied from 4 November 2024, the date of the FRL, until settlement is made.

Ms W wants her report costs of £350 refunding too. Allianz did ask her to obtain this, the report was undertaken in June 2023. I think it should reimburse the cost, plus interest from the date Ms W paid for the report until settlement is made.

Council Tax –

I know Ms W had some reduction in council tax for a certain period. Also that none of the payment breakdown details I've seen in Allianz' file show it making any payment to Ms W for council tax. But I wouldn't really expect Allianz to cover council tax costs under the policy. The policy offers cover for loss of rent – not the consequential impact of Ms W having to pay council tax which her tenants would otherwise be responsible for.

That said, there was certainly some element of delay accepted by Allianz and I suspect that is why it was considering offering to cover council tax costs towards the end of the reinstatement programme – with Allianz having specifically referred to refusing the cost of council tax for November 2024. Allianz says it refused to cover that cost because the property was relet – Ms W has explained that the tenancy secured to start in November 2024 fell through. That being the case Ms W's need to pay the council tax in November 2024, and subsequently, flowed from that tenancy failing, not because of Allianz' delay in handling the claim. I'm not minded to make Allianz reimburse the council tax costs.

Loss of Rent –

Allianz acknowledged during the claim that the policy would cover for up to 24 months of lost rent. And the policy also covers 're-letting' costs. Loss of rent under the policy is paid where its consequent upon damage. In this case, where the tenant left because of the damage, that reasonably means the loss of rent period would potentially include the time necessary, after reinstatement was done, for the property to be re-let. The caveat to add is that would be the time 'reasonably necessary' to re-let.

Here Ms W says the property was put back on the letting market on 19 September 2024. Ms W says that a new let was not secured. She says she felt her letting agent wasn't promoting it enough so she changed agents and it would seem, from the brief detail Ms W has provided on this point, that a new tenancy was then secured (although it later fell through) within about a month. So, but for the first agent's delay, the property should have been re-let by the end of October. That is within the 24 month period allowed for lost rent under the policy.

Allianz was paying £795 a month. It says it has paid £13,515. If it has paid more since this sum was noted in its files it can tell me and I'll adjust the following accordingly. October 2024 is one month shy of the full 24 month's policy coverage for loss of rent. So 23 multiplied by £795 is £18,285. Deducting the sum I've said Allianz has paid leaves £4,770. I'm minded to make it pay this to Ms W now, plus interest on each monthly sum from the date Ms W should have received rent until settlement is made.

Property defects

Having gone through all those costs, and despite having seen a list of costs from Ms W, I'm not really sure what costs, regarding the building reinstatement work, are left outstanding. But I am very much aware of the debate at the heart of all this about whether the property was suffering from multiple defects, only some of which amounted to insured events covered by the policy. At the minute, in the interests of drawing this to a close and because it's not clear what monetarily speaking is outstanding, I'm applying a rather broad brush to try and settle this.

On account of what Allianz said were 'numerous' defects, it applied a second excess. That feels somewhat at odds with its settlements – which suggest it only, in terms of insured damage, paid out in respect of the neighbour's guttering. However, I think what Allianz has sought to explain is that the property was suffering damp and mould to a far greater extent than that caused by the defect with the neighbour's guttering (referred to by Allianz as 'defect 1'). Such that it was not only the consequences of defect 1 which caused the tenants

to leave and as it has paid for loss of rent, it thinks a second excess is fair. Having seen everything – whilst I don't totally agree with everything Allianz has said about defects, I think there were more problems at the property than only the damage caused by defect 1. So I think Allianz' decision to apply two excesses is fair.

The simplest point I can make about other issues causing damp is regarding the upstairs bedroom, at the north end of the property. The north-east corner wall in this room at floor level was heavily water stained in late 2023 – but a similar pattern of staining can just be seen in the property's pre-loss inventory too, just at the bottom corner of the left-hand side head of the bed. And both parties seem to agree the wall below this, downstairs in the living area was showing no water damage – even though this area was subject to water discharging from defect 1. There was no bed in the other bedroom and I can understand why the tenant wouldn't have wanted to remain, especially when there was water ingress at the head of the bed.

Allianz found a blocked drain at the property (defect 4). If Ms W had a cost for unblocking this, Allianz should pay it and as it has already taken two excesses, it wouldn't be fair for it to now deduct another. However, if Ms W also did work to improve the drainage at this juncture – I see note perhaps of a gully being installed, that wouldn't be something I'd expect Allianz to pay for as it seems that would be maintenance or an improvement.

Fixing things like broken rainwater goods such as guttering, defects 2, 3 and 5, wouldn't generally be covered by the policy. Damage caused by spilling rainwater might be – but to this point, beyond the cost discussed above, I haven't seen what else Ms W expects Allianz to pay for. For completeness I'll add here that whilst Allianz refers to a leak at defect 5, as of 9 November 2023, it showed no evidence that pipe was broken or still discharging water, in fact the photo it provided seems to show an intact piece of guttering. And Ms W has shown it was fixed in October 2023.

I've seen Ms W suggest that if guttering repairs became necessary during the period of the claim, then Allianz should cover those costs. That is not how insurance claims work. Allianz was handling the claim – management of the property, including its upkeep, remained Ms W's responsibility.

As I said above, I haven't gone into huge detail here regarding every defect found by Allianz, nor every argument and response from Ms W. Above are my findings having seen, read and understood all of the relevant evidence, including Ms W's surveyor's report. As I've also said I don't agree with everything Allianz said it found but I am satisfied that some of its concerns about long standing issues at the property were likely reasonable. If there are some specific costs related to defects which Ms W thinks are outstanding and not covered off in this decision, she should tell me and I'll review. However, to be clear – Ms W providing large amounts of documents including AI generated replies are not likely to be helpful to my resolving this matter. And in asking about outstanding costs it's also worth me being very clear that I mean repair costs for the insured property – so possibly plastering or decorating invoices, for example – not any other costs.”

Following issue of my provisional decision, Ms W asked to see the evidence I had relied on regarding damp in a bedroom. I had our Investigator send her the photo from Allianz' report.

Allianz replied to my provisional decision. It didn't contest my findings overall but set out some detail about sums it said had been paid and it thought were outstanding.

Ms W replied over several emails. Her responses included a 19 page and a 124 page document reviewing my provisional decision. Ms W said she disagreed with my findings. She

provided detail and comments made previously, but also offered some direct comment against the content of the provisional decision.

In short Ms W felt my decision lacked accuracy – not least telling Allianz to pay things it had already paid – and that I had liaised unfairly with Allianz whilst not affording her a similar right to reply. She wasn't happy that I had relied upon her inventory as evidence of damage – she's spoken to several people who disagree with my findings. She is unhappy that all the breaches she'd shown Allianz had committed have not been discussed.

Ms W said the drain, identified by Allianz as blocked, was not blocked – it was a traditional rubble drain, so there'd been no cost to resolve. But then she said it wasn't a blocked drain it was a broken drain that had to be replaced. She said the inventory isn't exhaustive so wouldn't have shown the coffee table and desk, and the value I had set for blinds was unsupported. Bank statements are often accepted, Ms W said, as evidence of loss – but she is being held to a higher standard. Allianz hasn't paid her water bills. The age of her DPC guarantee is not evidence the protection was about to fail – at the time of the loss the guarantee had five years to run.

Ms W explained that as Allianz was handling a claim, any deterioration was for it to deal with. She said that is supported by the policy documents. She feels my decision is not a determination whilst I leave some things for Allianz to consider later – those things should be decided on now and Allianz directed to pay.

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'm sorry Ms W thinks my decision lacks accuracy. And I know she thinks I can't have properly considered all of her evidence. But I'd like to reassure Ms W that I have considered everything she has said. It may be that I take a different view from her, even as to what is a key part of her complaint. But as Ombudsman it is part of my role to apply my judgement in order to conclude a complaint in what I consider to be a fair and reasonable way and with the minimum of formality. I'll again take this opportunity to assure Ms W that I have read her submissions. Having done so, I've set out below comments which I feel are necessary for me to make, particularly given the details I set out provisionally.

Allianz would not need to pay for anything it has already paid for. My provisional awards allowed for that.

However, in reply, Ms W drew my attention to a full list of payments made by Allianz. And Allianz made some comments about payments too. Having reviewed this detail, I've now amended my awards, removing anything I am satisfied is not owed by Allianz. I also won't be forwarding to Allianz invoices for the kitchen, electrical work or the windows, as those matters, commented on by me provisionally, have all been resolved by payment from Allianz.

Three points of note – Allianz says the £1,080 I awarded was settled by it by a payment of £1,086. The detail I have though shows that was paid in May 2023, whilst the sum of £1,080 was only invoiced in July 2023. So I'm not satisfied the sum of £1,086 represents payment for the July invoice. My award for payment of £1,080 will remain. Ms W's detail also shows Allianz has paid £885 for kitchen appliances as well as £2,500 and £497.35 for moving the electrical unit. I'm satisfied those payments discharge its liability for the cost of appliances and her bill of £2,997.35 for the electrical work (there's nothing more for it to pay).

Further on the note of payments made, regarding loss of rent, I said provisionally Allianz had shown it had only paid a total of £13,515. I found that sum was £4,770 short of the total I was satisfied it should have paid – £18,285 for 23 months loss of rent. Ms W has now shown, and Allianz has said, the total paid for loss of rent is £15,900. So I've adjusted my loss of rent award to reflect this. The sum I am now requiring Allianz to pay is £2,385 – £18,285 minus £15,900.

I did not 'liaise' with Allianz. I had our Investigator send it two documents – which were new documents Ms W had asked me to consider as part of her complaint. So it was right that Allianz had chance to comment on them before I considered them. But when parties reply to us and/or provide detail, we don't automatically share every communication with the other party. Such would be impractical and not in keeping with our informal role. As it happened, Allianz' reply to the evidence Ms W had provided, in light of everything else I had seen, was immaterial to my findings – it did not influence the findings I made. As such it was not necessary, and nor would it have been fair, for me to ask Ms W for her comments on it.

Turning to Ms W's concern about the inventory; part of my role as Ombudsman is to make fair and reasonable decisions based on the evidence before me. I bear in mind that Ms W, and the people she has spoken to, take a different view to me. I know Ms W has said that my findings would not stand up in a court of law. But this Service is an alternative to the courts. Having reviewed this issue, I'm satisfied by what I said provisionally about the inventory and what my view is of what it shows is most likely.

I know Ms W feels Allianz caused breaches and made an inaccurate report. It is true that I didn't place much emphasis on all of this in my provisional decision. I can reassure Ms W though that I have not ignored anything she's said or any evidence she has provided. Rather, my job is to get to the heart of the matter. And as an Ombudsman for this Service it isn't my role to find fault for fault's sake. I said provisionally that if Ms W showed me a clear cost she'd had which had been declined because of a defect, I'd look at that and make a finding as to whether Allianz could fairly rely on there having been a defect to disclaim liability for that cost. Ms W has not presented anything in that respect in her replies.

If the drain was not blocked then Ms W did not have a cost to clear it. So I've removed my direction for Allianz to make a payment in this respect. But I also note Ms W says the drain had to be replaced because it was broken. At this stage I'm not minded to make an adjustment and have Allianz pay for this. The detail around this drain and Ms W's possible costs incurred is too unclear for me to be satisfied Allianz is reasonably liable for any cost under the policy.

I'm satisfied that the inventory can reasonably be accepted as evidence of what it is most likely the landlord had supplied as part of the tenancy.

I have based my award for the blinds on what I think is fair and reasonable in all of the circumstances – my role allows me to make that type of finding.

This Service will consider bank statements. But we won't always find it fair to require a business to make a payment based on the evidence they contain. Here Ms W could have been purchasing anything at the retailers listed – there is just not enough contemporaneous evidence which support the bank statements such as to allow me to reasonably conclude the costs incurred were incurred as part of the claim/Allianz' failings in handling it.

I think Ms W is complaining about Allianz not paying her water bills because water was 'lost' when it caused problems stripping the kitchen. I think that is a fair point Ms W has raised. I'm satisfied it's fair for me to say Allianz should pay for the cost of water lost after its agent stripped the kitchen and until Ms W's plumber fixed the issue.

A guarantee is often given to reflect the expected likely lifespan of an item. I'm satisfied that a DPC, nearing the end of its guarantee period is most likely nearing the end of its expected useful 'life'.

An insurer handling a claim does not automatically then become responsible for all issues of upkeep at a property. I know Ms W believes that to be the case, and I've considered what she has said about the policy wording. But she is wrong in this respect and the policy wording does not support her as she thinks it does.

Nor is the insurer responsible for making any third-party fix anything on their property which is causing damage to the insured property. It is not up to the insurer to fix an issue on a third-party property.

I absolutely understand, as I said provisionally, that this has been a terribly difficult time for Ms W. I do appreciate that her view about what Allianz reasonably needed to do and reasonably should have done, differs in many respects to mine. But I have found some failings on Allianz' part and where I'm satisfied those failings impacted Ms W, I've said what I think it needs to do to put things right. I realise Ms W thinks my comments and awards don't go far enough but, having given her final comments due consideration, I find my view on the complaint has not materially changed. As such my provisional findings, along with my comments here, are now the findings of this my final decision.

Putting things right

I require Allianz to pay Ms W:

- £1,080 for July 2023 invoiced cost to have dehumidifiers emptied, plus interest* applied from 10 July 2023 until settlement is made.
- £499 for replacement curtains, blinds and a mattress, in settlement of the contents claim.
- £883 for the stopcock and pipework repairs, plus interest* applied on the sums of £225 and £658.08 which makes up the total figure, respectively from 15 February 2024 and 3 March 2024, until settlement is made.
- £350 as reimbursement of the damp proof report, plus interest from the date Ms W paid the sums which make up this total cost until settlement is made.
- £2,385 for lost rent remaining due under the policy, plus interest* applied on each monthly rental amount from the date it should have been received until this total sum is paid.
- An amount, to reimburse Ms W the cost of water lost after its agent stripped the kitchen before her plumber resolved the immediate problem on 15 February 2024. To any reimbursement sum, for costs Ms W has already paid to the water company, interest should be applied from the date Ms W incurred that cost until settlement is made.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require Allianz to take off tax from this interest. If asked, it must give Ms W a certificate showing how much tax it's taken off.

My final decision

I uphold this complaint. I require Allianz Insurance Plc to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 11 March 2026.

Fiona Robinson
Ombudsman