

The complaint

Mr C has complained about Aspen Insurance UK Limited, which provides the insurance for the block of flats he lives in. Mr C owns his flat and the management company for the block is Aspen's policyholder. Mr C is unhappy about the work Aspen did at his flat after it was damaged by a leak from the flat above.

I will also acknowledge at the outset that Mr C suffers with his health. I am aware that this has all been very difficult for him and I sincerely hope my findings do not cause him more worry and upset. I can assure Mr C, and Aspen should be aware too, that I have kept his poor health in mind when considering everything that happened here. But I am not going to refer to it extensively throughout my decision.

What happened

In June 2020 Mr C found his flat had been damaged by a leak from his upstairs neighbour and he made a claim on the policy. He had to move out for work to be done and when he returned home on 7 September 2020 he found the work completed to be poor – and that some things had been changed that he hadn't agreed to. He told Aspen that, amongst other things, the main source of heating for his flat had been removed and not replaced, and he had no hot water. It was mid-December 2020 before the hot water issue was resolved and a temporary heater was provided.

Ultimately Aspen accepted that some of the work Mr C had concerns about reasonably needed to be re-done. But it did not agree to everything he said needed fixing/changing. And, in the meantime further damage occurred at Mr C's home from the flat above which necessitated a further claim being made. And the work needed to fix that damage was factored into the schedule for resolving the repair issues remaining from the first loss. In April 2021 Mr C had to leave his home again for that to be done (by a different contractor). When he returned home he noted further issues, some of which Aspen agreed to rectify. Further work, necessitating Mr C moving out again, was carried out in summer 2021. And when Mr C returned home in August 2021, he found further issues with the repairs completed, including that he had no hot water again. Aspen sent a plumber to fix the hot water, and the parties continued discussing Mr C's outstanding concerns arising from both sets of repairs.

By this time Mr C had complained to this service. And Aspen said it was happy for us to look at everything that had happened. It said it was not going to seek to set a cut-off point for what we could consider, essentially it wanted all the issues to be looked at to ensure finality. And, in the meantime, Aspen and Mr C kept discussing the issues of concern, with Aspen making further offers of settlement.

In December 2021, having received a definitive list of outstanding issues from Mr C, and Aspen's final take on each of them, our Investigator came to his view on the complaint. At this time a further issue had arisen with the hot water in the bathroom at Mr C's home. Other than the offers of settlement Aspen had made, which he felt were fair, this was the only thing our Investigator felt Aspen needed to resolve.

Aspen agreed to pay Mr C for a plumber to repair that hot water issue which was felt to be being caused by a faulty switch. Mr C felt it needed to do far more than the settlements offered. He also told our Investigator that his situation with the hot water had become worse – he now had no hot water anywhere, just like when he had moved home in August 2021 and Aspen had fixed it. Following contact by our Investigator, and given it had been less than six-months since Aspen had repaired a similar issue at Mr C's home, Aspen agreed to go out and look at the hot water issue. But as the majority of issues Mr C had concerns about remained unresolved, his complaint came to me for a decision to be made.

Having considered everything, I felt Aspen needed to do more to put things right than our Investigator had found necessary. But I was not persuaded it needed to fix or change everything Mr C had raised concerns about. I set out my views on everything in a provisional decision, giving the parties the chance to consider my findings before a final decision was made. I said provisionally:

“On the note of setting out my views below, the parties will see that my background above does not set out all the repairs in dispute, nor all of the concerns and responses to them which have been made. As there are quite a few – and the list of concerns, as well as Aspen's view on some of them, has changed over time, I will just set out each of the remaining issues below. And include within each section a brief summary of where we are on that point and, where relevant, what has led us there. But I will also bear in mind any issues that have been resolved during the course of the claims and complaint but not without causing Mr C distress and inconvenience. I will deal with the upset caused by those issues, with specific reference to the most relevant ones, when I deal with compensation towards the end of this decision.

I trust the parties will see no discourtesy in any brevity of my background or findings. In a complaint like this, where so much has happened, it's not possible to set out everything in detail, or even reference everything, even if only in passing. But I can assure both parties that I have read and understood everything and, having done so, as I complete my findings, I will be taking all their points and issues into account, even if direct reference to them is not made.

Plasterboard

Mr C understood that following the first leak, all the plasterboard, including ceiling boards, would be replaced as it was water damaged. But this did not occur. Later, during the second set of repairs, some boarding was replaced. Mr C believes all of it needs to be, particularly that in the bathroom which was re-tiled during the first repair. That one area needs re-fixing. And indeed, that Aspen had agreed to replace and re-fix all the boarding during the further work but didn't do so. Aspen's view is that it's done all the boarding work it needs to.

I can understand Mr C's frustration – the initial scope allowed for re-boarding which then didn't occur. But I don't think it referred to replacing all the boarding. Whilst it's true that boarding can need replacing after a property suffers water damage – it isn't true to say it will always all have to be replaced. That will depend on a number of things like the nature of materials used at the property, how and where the leak occurred, sometimes the type of leak, how wet plasterwork became and how long it was before this was removed. And even if a restoration company initially feels boarding might need replacing, sometimes once a property is stripped that view can change. So whilst I understand a significant leak from above occurred at Mr C's home, I do not think I can fairly assume that all the boarding, which has not previously been replaced, even though the scope of works suggested it should be, needs replacing. In general I do not think Aspen failed Mr C in this respect. But I have looked more closely at some specific areas of concern for Mr C below.

behind bath (and what this may say about the whole room) – The plasterboard around the underside of the bath is not tiled. Mr C has seen it and thinks it needs replacing. So he thinks the rest of the boarding should have been replaced too, and not just covered over. I understand Mr C's concern, and I have seen the photos as well as the estimate he's provided for that work to be done. But I am not persuaded Aspen should always have replaced the boarding in the bathroom, as I explained above, the fact of the leak does not mean this was always needed. And I have seen no expert opinion which states the boarding is damaged such that it needs replacing. Mr C's estimate is just that, an estimate for work. And I am mindful that where boarding is plastered and tiled over, if the boarding fails that starts to show with damage occurring on the covering surfaces and/or materials. I have not seen that damage like this has occurred in Mr C's bathroom.

boarding by bathroom door – the boarding here was replaced by Aspen. Mr C says this needs fixing to the door frame as there is a gap between the two. I see Mr C has shown that a coin can be fitted between the reverse of the edge of the doorframe and the flat of the wall. I can see why Mr C might be concerned about this. But it would not be usual for boarding to be affixed to the back of the doorframe. Sometimes a gap is unavoidable. But the gap should be filled and sealed to present a satisfactory, watertight finish. And I think Aspen should have recognised this before, offering to remedy it, or pay for Mr C to do so. That said, I note its offer of £200 in respect of sealing the bath (see section below) – which is a similar job. I think a competent contractor could carry out both tasks at the same time and likely would not charge more than £200 for doing so. So I will not make Aspen pay an additional separate amount for sealing the wall and bathroom doorframe.

lounge boarding – Mr C says and Aspen accepts, that the boarding by the kitchen door is loose. Mr C says, and was initially told by Aspen, that it needed fixing to a joist. And Mr C thought Aspen had agreed to do that and that, when asked following works completing in August 2021, its contractor said it had been done. But Mr C found it had not. And Aspen said it was not necessary for it to do so – it had not replaced that boarding at any time, it was fixed by a dab and dot method, if it was loose it was not its fault and it had only ever agreed to consider replacing it. I note that neither the original strip-out scope or schedule for repairs included replacing the wall boarding in either the lounge or the kitchen. So I do not think its likely Aspen ever replaced the boarding which is now loose. And when Aspen was arranging to do the further work at the property in August 2021, it wrote to Mr C saying what it would be doing. And fixing this boarding, as far as I can see, was not detailed. But the contractor's scope of work for August was shared with Mr C and this clearly said the boarding would be fixed. So I can completely understand why Mr C expected this to have been done. And if Aspen changed its mind, then it should have had a discussion with him about it. That does not seem to have happened here. So I think Aspen failed Mr C in this respect, which I accept was frustrating for him and I will bear that in mind when awarding compensation. But an insurer is entitled to change its mind – even whilst work is underway. I think that is what happened here and I do not think, given everything I have seen, which leads me to conclude that neither the leaks nor Aspen's work at the property caused the board to become loose, I can reasonably say Aspen should now fix it. In concluding the board is not water damaged I bear in mind that Mr C's contractor has not estimated for replacing it. He only thinks it needs stabilising by inserting a fixing foam. I do not think Aspen failed Mr C by ultimately choosing to not fix (or replace) the board, so I will not make any award.

Bathroom

extractor fan – Mr C says this always needed replacing, but it simply was not done and it is now venting dust/debris on to the ceiling. Aspen says it was never damaged, so did not need replacing. I have looked at the original restoration and works schedule. The fan is not

mentioned and the re-work identified in November 2020 as being needed after the initial repair didn't include the extractor fan. In November 2021 Mr C said the extractor needs replacing as originally agreed as it is now expelling dirt each time it is used. I am not persuaded, based on what I have seen, that I can reasonably conclude the fan was most likely damaged by the leaks at the flat, or the work completed by Aspen. So I am not going to make it replace this.

ceiling stained and in need of painting – Aspen does not seem to doubt that some of the ceiling needs painting – and its answer seems to suggest it only painted some of it, as it has said it painted what was required following the leak. That said I am not sure which leak it is referring to. And I think it must have painted the whole ceiling following the first leak because it certainly replastered it because the original textured finish was lost. Which is another issue of concern for Mr C. I note Aspen recently applied a textured finish to the kitchen ceiling as it accepted it should always have done this (rather its contractor had seemed to assume a flat finish would be ok as many people prefer that). I think Aspen should pay Mr C to apply a textured finish to the bathroom ceiling. I have not seen a cost for this – but Aspen was able to replace the boarding and skim the ceiling in a flat finish for £700, and Mr C's cost to dig out and reinstate part of the kitchen ceiling is £1,500. I think that involves more work than applying a single finish to a whole ceiling. But doing it in a textured finish would take more time and, therefore, be more costly than a flat skim to the whole ceiling. I also have to bear in mind though that Aspen's cost of £700 included boarding which won't be required this time. I think, and without any exact costing to make me believe otherwise, that £1,000 is a fair sum for this, which should enable Mr C to get the ceiling re-finished (including painting). So I will make Aspen pay it.

bath suite changed – Mr C was given to understand by Aspen's contractor that the bath suite (comprising a white toilet and sink and a grey bath, which had handles and a non-slip bottom) would be removed and re-fitted. But a new 3-piece white suite was fitted, the bath of which did not have handles or a non-slip bottom. Aspen said Mr C had agreed the new suite, including its colour. Mr C said he did not even know the suite was to be replaced. Aspen said it would change the bath and Mr C agreed the replacement – a white one with handles and a non-slip bottom.

I do not know what Mr C was told by the contractor. But he clearly recalls he was told the suite would be re-used. And that does not surprise me – an insurer will often intend to re-use items that are not damaged. But it is also the case that sometimes it is not possible for items to be re-used and the plan for work has to change. Here I see that the scope of work shows a new suite would be fitted. That should have been done like-for-like, or if that was not possible, Mr C should have been consulted. I see Aspen checked and received Mr C's agreement to the toilet and sink, but not the bath. So Aspen failed Mr C. And whilst I might expect Aspen could not find a grey bath with handles and a non-slip surface, clearly white options were available. So I can see no good reason why it fitted a bath that did not incorporate those design features. Which for Mr C were very important. It failed him. Aspen has rectified the design issues of the bath by supplying and fitting one like Mr C had before. But it is white not grey. However, I have not seen that Aspen could've provided a similar bath in a similar colour.

I think the replacement Aspen has provided is a fair remedy in the circumstances as it seemingly places Mr C, as closely as reasonably possible, in the position he was in before. But I will be taking the upset I accept Mr C was caused by what I have found to be Aspen's failures here, into account when considering my compensation award. And in doing that I will be bearing in mind that whilst Aspen did replace the bath it did not do so until August 2021. Meaning Mr C was left with a non-like-for-like bath, in respect of some key design features, for nearly a year.

Kitchen

the replaced tap is of poor quality – Mr C says it is a chrome looking plastic tap, whereas before he had a solid chrome one. Aspen says it was replaced like-for-like. I understand Mr C thinks the tap is different in terms of quality to the one he had before, but I have not seen any evidence which makes me think that is the case. His testimony alone is not enough as he cannot offer an objective comparison. I am not going to make Aspen replace the tap.

the finish on a base unit is poor where it meets the wall – Aspen thinks the join is acceptable given it cannot be seen when the washing machine is in place. Mr C thinks that is not the point – it should have been completed to a better standard. I think Mr C would have a point if the join could be seen. But its finish does not have to be aesthetically pleasing as it is not a normally visible part of the kitchen. And the join is not so imperfect that it affects the function or structure of the unit. So I do not think Aspen failed Mr C in this respect.

the finish on the ceiling is poor – Aspen disagrees. It says it has tried, at Mr C's request to recreate the textured finish of the property's ceilings, and it made him aware it might not be able to do that exactly. It thinks it has done a reasonable job. Mr C says the textured finish is not really the issue. He says the join in the plasterboard has been poorly covered such that it is already very visible. He thinks a better job could have mitigated the visibility of this join, perhaps altogether and certainly so that it would not be as visible only just a few short months after the ceiling's reinstatement (in August 2021). I think he's likely right. Mr C has an estimate for making good this area, it is £1,980 including VAT. That does not seem unreasonable to me, given the somewhat fiddly work at height and skill involved in reinstating the area, so I will award it.

flooring – Aspen fitted lino. Mr C says he had tiles before, which retained the heat in the kitchen, and wants tiles back. Aspen said Mr C agreed to the flooring, he had lino before and it will not change it. I think Aspen is wrong in part here. Its loss adjuster noted the kitchen flooring was vinyl tiles. And the photos Mr C has shown satisfy me there was not just one piece of floor covering in place. So a single piece of fitted lino is not 'like' what Mr C had before. And when Mr C asked Aspen to agree rubber tiling for the kitchen (and bathroom) flooring, Aspen refused because it was not, in its view, like that he had before. Mr C's choice was then restricted from that point forwards because Aspen wouldn't allow for the cost of tiling. I think Aspen failed him in this respect – it should have either allowed the rubber tiling, as it was more like that he had before than a sheet of lino, or offered an alternative even more similar to the tiling he had. That said, I note Mr C says the old tiling retained heat – which might imply it was made of a hard or composite type of material, rather than vinyl. That is not supported by the loss adjuster's report, or the photos. I think it is most likely, based on all the evidence I have seen, that Mr C had vinyl tiles covering his kitchen floor before. And I do not think that the heat retention properties of tiles made from vinyl, or even rubber as Mr C had asked Aspen for, would likely be much different to that of a sheet of lino. I also note that the lino in place has a similar type of pattern to the tiles Mr C had – both showing an interlocking tile effect. So, despite Aspen having got this wrong, and because the difference in type has not resulted in any loss of function or real change in aesthetic outlook for Mr C, I do not think it would be reasonable for me to require Aspen to replace the flooring. But I acknowledge it was frustrating for Mr C for Aspen to have disputed this for all this time, as well as for him to have had to make a restricted choice in flooring, which he now has to live with. So I will take that into account when awarding compensation.

Doors and woodwork

the exterior of Mr C's front door – this was painted by Aspen, such that it did not match the rest of the doors in the block. Mr C says that was against his lease. Aspen, later, painted the exterior to match, but I understand this was frustrating for Mr C and caused him some worry in the meantime. So I will take that into account when awarding compensation.

internal doors – Mr C said it was agreed they would be replaced and/or stripped, primed and painted. But Aspen just painted them so the finish is poor. Aspen said it originally thought the doors would need replacing as they had swollen due to the moisture in the property. But they recovered during drying and only needed painting. Which it did, in its view, to a reasonable standard “for the painting which forms part of the claim”. I will deal with the painting below. But in respect of replacing the doors I don’t think I can reasonably hold Aspen to that initial plan. Some wood can recover after suffering moisture ingress, and/or doors can be adjusted. I note Aspen did some adjustment as part of the April 2021 work and the internal doors at Mr C’s property now close. I have not seen anything that makes me think their composition or structure has suffered long term damage as a result of the increased moisture at the property. But I note there was quite a long period where Mr C could not close any of his doors properly (from returning home in September 2020 until they were adjusted in April 2021). And I accept this was frustrating for him. So I’ll take that into account when awarding compensation. However, whilst I note that he feels this made it difficult to heat his flat, I am not persuaded that the doors not closing properly would have made much difference. I say that given the size of the flat and that any draughts could have been limited by closing the doors part way.

painting of doors and woodwork – Mr C says all were initially painted in eggshell – not gloss as he’d had before. Aspen accepted they needed to be glossed. I see that when Aspen did the re-work its scope only allowed for ‘re-painting’. But I’d usually expect to see an allowance for preparing the surface – and where a different type of paint was used before, for sanding to be done – as Mr C has said he was told would happen. And I would expect, for example, a whole door or length of skirting to be painted. Whereas Aspen’s response to this concern of Mr C’s seems to suggest that it may have only painted/re-painted parts of a door/the woodwork. So I think it’s most likely that Aspen did not complete painting of the woodwork to a good standard. I think it has to pay Mr C so the woodwork can be repainted, this time following correct preparation being completed. Mr C’s estimate for this is £2,820. I expect Aspen will say that is quite a lot. But I bear in mind that preparing the surface properly and repainting to achieve a good finish is quite time consuming work. And I have not seen that the job could be done for less than this sum. So I am going to make Aspen pay it. But I am not going to take this into account when awarding compensation as I do not accept that Mr C living with an eggshell, or poorly completed gloss, finish to the woodwork in his home would have caused much upset.

Damaged belongings

Mr C says his TV, fridge-freezer, a wooden storage box and a decorative bust were damaged by Aspen.

Aspen has accepted liability for the bust and arranged its repair. I think that was fair and reasonable. But I accept that the fact of it being damaged and needing repair was upsetting for Mr C. He also had to arrange to be available for the restoration company to collect it and deliver it back to him. So I will take it’s breakage into account when thinking about compensation.

Aspen denied damaging the other items. But said it would pay Mr C the £250 and £100 he had asked for respectively for the fridge-freezer and storage box. I think that was fair and reasonable. As it has not been paid yet, I’ll include it in my award below. Aspen also said it would pay Mr C £449 for the TV. But Mr C argued that his TV had additional features which meant that to replace it with something truly similar would cost £1,200. Whilst I understand Mr C’s concern, I am not persuaded he’s shown Aspen clearly damaged his TV. I accept it may have done, and I note Aspen seems to accept that’s a possibility too. In the circumstances, I think that Aspen offering the amount it has is a fair and reasonable

resolution. So I will award that sum. Unlike the bust, for these items, I will not be factoring their damage into my compensation award. Aspen's offer to settle for these items is reasonable as it was in the property and, in my view, it is not clear its contractors did damage them. But for me to award compensation I would have to be satisfied Aspen had most likely damaged them, and/or (as with the bust) that it had fully accepted liability for the loss. And I'm not satisfied that was the case here.

Missing items

Mr C says, and Aspen accepts, it did not replace his cutlery tray as it should have done when his kitchen was re-fitted. It has offered £30. I think that is reasonable, so I will award it.

Mr C says, and Aspen accepts, its contractor mistakenly took Mr C's broom from his property and did not return it. It has offered £20. I think that is reasonable. But, when further work was done, Mr C told Aspen a second broom had been taken. Here, I think Aspen missed Mr C's point, because its response was it had offered £20.00 for a missing broom, which it maintained was reasonable. I think Aspen missed the fact that the issue it had offered £20.00 for in resolution had repeated itself. It could then have looked into the second occurrence. But it did not. As one broom was mistakenly taken from Mr C's property, I have no reason to doubt his word about the second occurrence, which Aspen has done nothing to disprove. So I think it's likely it could have happened again and I will award Mr C £40.00 – being the original £20.00 which has not yet been paid and a further £20.00 for the second lost broom.

One of Aspen's contractors removed a plinth from Mr C's kitchen. Aspen now accepts it should not have done this and whilst the plinth is of no aesthetic value, given its position, it is a necessary part of the kitchen. It has offered £150.00 so Mr C can have it replaced. Whilst Mr C does not have an estimate for this work, I think that is a fair sum. I say that as the work is not complex and does not involve a lot of costly materials. So I think £150.00 will allow Mr C to get this work done, and I will award it to him.

I can understand the frustration Mr C has suffered in respect of these items. I will take that into account when making my compensation award.

Agreed outstanding repairs/rectification work

Following its repair work, Aspen re-fitted shelving in Mr C's hall. The shelving began coming away. Mr C got an estimate for repair, totalling £554, including VAT. Aspen offered to pay this sum to Mr C so he could get the shelving fixed. I think that is reasonable, so I'll award it.

After the replacement bath was fitted Mr C noted an issue with the sealant around it. Aspen did not think it would have left the sealant that way, but offered £200 so Mr C could resolve it. I think Aspen would clearly have expected the work to be finished to a better standard, but I note it has not been able to show me it was when its contractors left the property. And I do not think it is likely that Mr C damaged the sealant – that makes no sense. So I think it is most likely that Aspen's work was not finished to a good standard. And that payment of £200.00 should allow Mr C to get this work resolved, so I will award it.

I will also take the resultant distress and inconvenience caused to Mr C by these failed repairs into account when considering compensation.

When the outstanding work is done

Aspen has previously agreed that, due to the size of the flat and Mr C's health, he would have to move out for repairs. Whilst the second set of repairs in April 2021 included Aspen

putting right some work from the initial leak, I think it would always have been necessary for Mr C to move out of his home again at this time anyway. That is because of the work needed to reinstate the flat following the second claim. So whilst I understand it was distressing for Mr C to be away from his home twice, I think that was a natural and inevitable consequence of the water damage which occurred. So Aspen isn't responsible for that upset. And whilst I note the initial repair programme had to be extended, that is sometime necessary during repairs. I'm not persuaded it was avoidable here, such that I can blame Aspen for the upset Mr C faced when he couldn't return home on time and had to change accommodation (because the initial alternative where he had been staying was booked).

However, there was still significant work in need of rectifying after the April re-work. And this meant that Mr C had to move out of his home again in summer 2021. The work started in late July and Mr C was home by mid-August. This could have been avoided if all the work had been done correctly during the April re-work/second claim repair. I will take that into account when awarding compensation.

I also need to think about though, the fact that work still remains outstanding. Significantly that is work to the kitchen and bathroom ceilings. Often, I might not think this would necessitate the resident moving out – it will be disruptive and unpleasant but is not the type of work I would necessarily think made the home uninhabitable. And it is not work that would take very long to do either – so I might think it reasonable for a resident to cope with the disruption. But here I am mindful this is the second set of re-work to be done at Mr C's property, his health is a factor and the size of the flat might make it very difficult for him to be there (for him and the contractor). So I am going to require Aspen to pay for Mr C to stay at a hotel or similar for five days. This should give ample time for the work to be done. I think he could stay somewhere from Sunday (so he doesn't have to rush out of the house on Monday morning for work to start) through Friday, for £1,000. I have seen many options at less than this sum, so this sum will also be paid to cover any extra expenses Mr C has during that week. This is a compensatory sum and not based on the cost of staying at an exact specific property at a certain location. Rather it is what I consider to be a fair sum so that, upon payment of this and other sums I have awarded, the parties can go their separate ways. In other words, they will not need to correspond further to debate what sum should be paid.

Compensation

As I said above, I have not listed all of the rework that was necessary following the first repair. And it is true that photos of the flat taken after it was repaired show it to be in a good condition. But those photos belie the amount of work that was, on closer inspection, found to be needed at the property. For example, the floor in the lounge was so poorly fitted it was agreed it needed massive adjustments and, eventually, it was replaced. And whilst Aspen has often argued that the ceiling in the boiler cupboard was not in need of replacing, this was eventually done and photos of it, even from November 2020 taken by its loss adjuster, show it should always have been replaced. Later, before replacement occurred, the cupboard became mouldy – this can be seen in photos. The kitchen worktop was fitted with a poor join, when it was re-fitted the poor join was repeated. Only during a third fitting was the join satisfactorily rectified. I accept that all these issues, along with many other examples of poor work which needed rectifying at Mr C's home during the course of 2021, along with those above which I have said still need rectifying, have caused Mr C significant upset.

I also particularly bear in mind that when Mr C returned home in September 2020, one of his main heat sources (a plinth heater in the kitchen) was missing and he had no hot water. It was December 2020 before Aspen agreed to provide a temporary source of heating – and only after some difficulty for Mr C in getting it to accept the plinth heater had been missing since repairs had completed. The hot water was sorted about the same time. Mr C should not have been left without these key features of his home for three months. Further,

important shelving in Mr C's main storage cupboard was not replaced following the initial work. This meant that when he returned home in September he couldn't unpack his belongings. I accept that all of this was very distressing as well as inconvenient for him.

There were a number of fixtures and fittings at Mr C's home which Aspen changed. Some of which it got his consent to, some it did not. Some of which it said were done as 'goodwill gestures' by its contractor, some of which it says were necessary due to damage and not being able to provide a like-for-like repair. Some items it has since exchanged for items more like what Mr C had before. In general, I think this could all have been handled better by Aspen. I do not think it did get Mr C's consent on all the changes it undertook. And even where it did, I am not sure it was entirely clear with Mr C, or properly checked with him it could communicate with someone it has been calling his representative, but which Mr C says was his landlord. And that he had only given limited consent for Aspen to talk to her. And I think that sometimes, even when Mr C was communicated with, Aspen did not do so in a correct and reasonable manner. For example, I mentioned the kitchen flooring above, where Mr C was only given an unreasonably limited choice in flooring options. And I can see that Mr C was frustrated about things happening at his home which he did not feel properly consulted about. I can understand that would be upsetting. I accept Aspen caused him upset which could have been avoided had it communicated with him better.

I note Aspen has offered £500 compensation. In the specific circumstances here, I do not think that is reasonable. It took a year for Mr C's home to be reinstated to anything like the standard that should have been achieved during the initial work following the first claim. The second claim would always have caused some disruption for Mr C – but he should not have still been trying to rectify the initial work at that time. And the third period away from home should always have been avoided. Apart from the detail I have set out in this section here, I have noted at various points in the other sections of my findings, that certain failures of Aspen caused Mr C distress and inconvenience. Overall I think a total sum of £2,000 is fair and reasonable compensation in the circumstances.

For completeness, I see that some months before Aspen made the offer to Mr C of £500 compensation, it had told him that it would compensate him by waiving the two claim excesses, of £500 each. In some cases I might take the waiver of excess into account as a form of compensation. But here I note that Mr C was not bound under the policy to pay the excess – that was for the policyholder – the management company – to pay. And I've seen evidence from Mr C that shows the management company were going to bill the excess to the owner of the other flat where the leak had come from. So Aspen waiving the excess, whether it ultimately did or not, cannot, in this case, reasonably be considered as compensation for Mr C."

Mr C said he was generally happy with my findings. But told our Investigator that the hot water was still not fixed – he had been without any hot water in his home since February 2022. And he made some further comments on the extractor fan and failed plasterboard in the bathroom – two points of his complaint which, in my provisional findings, I had not upheld.

Aspen said it agreed with much of what I had said, but raised a few points of contention about some of the settlements I'd suggested. In respect of the hot water issue it said it did have plans to fix it, but only as a goodwill gesture.

Noting the issue with the hot water remained unresolved, I issued the following further findings to both parties:

"Further to my provisional decision, the parties have now responded and I'm considering those replies. But the parties will also be aware that, at the time of my issuing my provisional

findings, Aspen had agreed to go out and assess why Mr C has no hot water. It agreed to do so because the problem presented in the same way as Mr C had experienced less than six months before, and which Aspen had fixed. Because Aspen was in the process of looking into this I didn't include assessment of it within my provisional findings. And I had hoped the situation would have resolved by the point I was assessing the parties' responses in readiness to make my final decision. Unfortunately, the matter is still outstanding. So I need to issue some findings on this aspect to both parties.

Aspen says its plumber says there is an issue with the immersion switch which it thinks may be causing a problem with the pump. When the switch doesn't work Mr C has no hot water in the bathroom, when the pump doesn't work he has no hot water at all. Mr C has now been living in his flat with no hot water at all since 5 February 2022.

I appreciate that Aspen has said it is now repairing these items as a goodwill gesture. But I don't think Aspen can reasonably limit its liability in this way. In short Aspen has had to restore hot water at Mr C's home three times now after each of its major periods of reinstatement work. Each time Mr C has suffered the same issues, and twice so far work to repair or replace the pump has been done. So I think it is fair to say Aspen, by its previous acts if nothing else, has taken on liability for rectifying this matter. It has a duty to complete long lasting and effective repairs and so far that hasn't happened with Mr C's hot water supply. As such, and assuming the matter is not fixed in the meantime, I intend to include a direction within my final decision requiring Aspen to fix this matter.

But I'm also acutely aware that Mr C has been struggling through this period as well. He's had some extra costs and inconvenience. He's explained, for example, that every time he has a wash, he has to boil several kettles of water. In situations like this, this service usually requires the insurer to pay a sum of £10 a day for the period the home is without this type of basic necessity. This is awarded to account for extra costs caused on account of the missing and necessary facility. I think Aspen should pay that here, from 5 February 2022 until the hot water is fixed.

I also think it should pay a further £200 compensation for the upset and inconvenience Mr C has been caused over the last six weeks or so on account of this outstanding repair. This is in addition to the £2,000 I awarded in my provisional findings, which, as I've said, didn't include discussion on this most recent incident of no hot water."

Aspen said it agreed to my further findings. But it maintained it would be completing this fix as a goodwill gesture. On 23 March 2022 Mr C thanked our Investigator for sharing my further findings. He said that whilst plumbers had since attended his home and worked on the immersion switch, they had done nothing with the pump, and he still has no hot water at all in his home.

What I've decided – and why

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

I note Mr C has said in reply to my provisional findings that when his home suffered the water leak (he does not say which time) the extractor fan had water pouring through it. I don't doubt what he says. But my point provisionally was that there was too long a period between the leaks occurring, as well as repairs being done, and Mr C noting the problem with the fan, for me to be satisfied that the fan was most likely damaged by the leak(s) or Aspen. I remain of that view.

Mr C also said the plasterboard in the bathroom is getting worse. Whilst I understand Mr C is concerned about this, as was the case when I made my provisional decision, I have seen no evidence, either of an expert or photographic nature, that makes me think the plasterboard in the bathroom has failed and needs replacing. I am still not minded to make Aspen pay for replacing the boarding in the bathroom.

Aspen explained it is concerned by the extent of my provisional settlement for the costs for the work to re-texturise the bathroom ceiling, repair the join in the kitchen ceiling and reinstate the woodwork (totalling £5,800). It says its loss adjuster has costed that work and feels it will cost no more than £2,850. It supplied some detail from the adjuster in support of that calculation.

I appreciate the costing exercise Aspen has had its adjuster undertake. But I'm not persuaded by the detail given that £2,850 is a fair sum, reasonably supported by the evidence Aspen has presented, for the work I provisionally said it must pay for. For example I said that Aspen should pay £2,820 in line with Mr C's estimate for reinstating doors and skirtings. Aspen's calculation for this work though seems to only account for skirtings. And the rates stated as applied for the work don't seem to be readily supported by the spreadsheet presented for that purpose. That may be because, to the base rate, some 'flexibility' has been applied to account for this work not being done under the usual (reduced) contract base rates. But no explanation has been given to this effect. In short, I do not know that the costs Aspen has put forward are reasonably reflective of what Mr C will have to pay to get this work done. And Aspen's reply hasn't convinced me that the figures I suggested provisionally are unfair. I'm not minded to change my mind in respect of my awards for these three areas of work.

Turning to the hot water, I note that Aspen has agreed to my further provisional findings issued in this respect. But I see it maintains that the work is only being done on a goodwill basis. As I said in my further provisional findings, Aspen needs to do this, not on a goodwill basis but because it has, at the least, assumed liability for fixing this matter. Having noted the update Mr C has given on this – that plumbers attended and worked on the immersion switch but he still has no hot water – I trust Aspen has arranged for plumbers to reattend shortly to fix the pump, ensuring Mr C has hot water in his home. As also set out in my further provisional findings, Aspen will have to pay Mr C at a rate of £10 a day until the hot water is restored. It will also have to pay total compensation for non-financial loss of £2,200.

Having reviewed the responses to my provisional decision and further provisional findings, my views as expressed in those documents have not changed. They, along with my comments above in reply to the parties' responses, now form the findings of this, my final decision.

Putting things right

I require Aspen to fix the hot water situation at Mr C's home.

I also require Aspen to pay Mr C:

- £1,000 for re-texturising the bathroom ceiling.
- £1,980 for repairing the poor join on the kitchen ceiling.
- £2,820 to reinstate the woodwork at the property.
- £799 in total for the damaged TV, fridge-freezer and storage box.
- £220 in total for the missing plinth, two brooms and a cutlery tray.

- £754 in total for fixing the hallway shelving and sealant work to the bath and bathroom doorframe.
- £1,000 so Mr C can stay elsewhere whilst the work is done.
- £10 a day, starting on 5 February 2022 and ending once hot water is restored.
- £2,200 compensation for the distress and inconvenience he has been caused.

My final decision

I uphold this complaint. I require Aspen Insurance UK Limited to provide the redress set out above at "*putting things right*".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 April 2022.

Fiona Robinson
Ombudsman