

The complaint

Mr M complains about Aviva Insurance Limited's ("Aviva") handling of his claim under his home insurance policy. In particular, he complains about the delay in carrying out repairs and about their decision to decline part of his claim.

What happened

The background to this complaint is well known to the parties, so I won't go into too much detail but will summarise the key points. Mr M made a claim against his policy following an escape of water incident. During the claim, Mr M says Aviva's contractor refused to carry out full redecoration works, and Mr M was expected to move furniture to allow the contractor space to carry out work. Mr M replaced the carpet in his home office which he says suffered water damage. Aviva then declined this part of the claim. So, Mr M complained about these points and about the delay in arranging restoration work which meant he couldn't use his office and dining room for an extended period.

Aviva responded and explained, when the claim was first reported to them, they appointed an agent who informed Mr M at the start of the claim that there was a general lack of tradespersons within the UK. Aviva said this is down to market conditions and is out of their control. Aviva said they'd received lots of claims around the time so their contractors were trying to get to jobs as quickly as they could. Aviva said they feel the agent had kept Mr M informed. They said they note Mr M didn't feel it was his responsibility to clear the rooms prior to work commencing, but there is this expectation, and the agent did inform him of this.

Aviva said the decorator appointed did move the furniture numerous times as a goodwill gesture, however this caused a further delay as he couldn't start work until the room was cleared. They said the decorator carried out work in accordance with the policy terms and conditions, and they aren't responsible for decorating any area that hasn't been damaged as part of the incident. Aviva referred to Mr M's claim for the carpet in his office and said they weren't originally aware of this claim. They said, as Mr M has disposed of the carpet, they aren't able to validate this so they're unable to consider this part of the claim.

Our investigator looked into things for Mr M. She thought there had been inconvenience to Mr M in not being able to use his office for a longer period than should've been the case and recommended Aviva pay Mr M £150 compensation. Mr M disagreed so the matter has come to me for a decision.

What I've decided – and why

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

Having done so, I've decided to uphold the complaint. And, I think the investigator's recommendation here is a fair way to resolve matters. I understand Mr M will be disappointed by this but I'll explain why I have made this decision.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I think it's important to add, I won't be commenting on every event during the claim, instead I have taken a broad approach to the overall service provided.

Claims handling and progress

I understand Mr M is concerned about the length of time it took for Aviva to carry out the work to restore his office and dining room back to its pre-incident condition. Looking through the information provided by Aviva, I can see the claim was reported to them in January 2023 and the redecoration was completed in early May. A few days following notification of the claim, Aviva appointed an agent. System notes provided by Aviva show the agent started discussions with Mr M around obtaining his own quotes. Mr M declined and explained he wanted Aviva to carry out the repair works. This led to the agent referring the job back to Aviva as they didn't have contractors in the area able to take on the work. Another agent is then appointed – who I'll refer to as company P - in early February and they carry out a site visit the following day. During this visit the surveyor makes a note of the areas of damage and the repair and redecoration works required.

Company P then offer Mr M a cash settlement of £946.13 - which works out to £496.13 after deducting the excess. They offer this on the basis they won't be able to get contractors in immediately and, given the lack of available contractors, it may be some time before they're able to start the redecoration work. Mr M declines the cash settlement and confirms he wants Aviva to carry out the repairs. In view of the lack of availability of contractors, I think Aviva took reasonable steps in offering Mr M a cash settlement. It's clear they acknowledged the claim could take longer than expected and offered Mr M the opportunity to decide whether he preferred to arrange the work himself, which might potentially avoid any delay.

That said, and while I don't think it was an unreasonable step to take, it's not clear how the cash settlement figure has been calculated. Information provided by Aviva shows the costs they paid out for the work carried out by their contractors. And this amount is significantly more than what they'd offered Mr M. I can see in later correspondence Mr M says he declined the cash settlement as he didn't feel it was sufficient and Aviva would have access to a wider range of contractors. So, I understand why Mr M declined this offer.

In early February, Aviva settle Mr M's claim for electrical items damaged during the escape of water. Then, just over two weeks later a contractor attends to make the wet area accessible so the drying equipment can be installed. Aviva's system notes say the room the contractor had been assigned to work in is full of furniture which has prevented works from progressing as quickly as they'd hoped. Mr M queries with Aviva what the contractor was tasked to do, and whether he'll be removing the wallpaper. Aviva explain the contractor was assigned to carry out enabling works to allow air flow to reach the area of concern. They say he wasn't tasked with stripping the wallpaper as that falls within the decorator's remit, who they are aiming to have at Mr M's property in May.

A few days later the contractor attends again, but this time it's to install the drying equipment. A date is set for the contractor to return a week later, but on inspection he discovers the surface temperature of the unaffected walls and affected walls are the same, indicating no evaporation appears to be occurring. The contractor then uninstalls the drying equipment.

Around three weeks later towards the end of March, Mr M emails company P asking for an update. He explains the wall and ceiling still need re-plastering and asks if this can be arranged urgently. He says it's two months into the claim and both rooms still need redecorating. Company P respond and explain they're currently working through a large

number of claims in order of receipt, and they'll get back to Mr M with dates as soon as possible. Mr M complains and says, at the very least, the wall and ceiling should be re-plastered. He says it's bad enough having to wait until May for the redecorating, but it's not acceptable to still not have the office re-plastered as it's preventing the fitting of a new carpet.

Around a week later, and around the start of April, a plasterer attends Mr M's home. Then, around two weeks later, Mr M emails Aviva to say his property was dried out some time ago but he's still waiting for his office and dining room to be re-decorated. Mr M says the delays are preventing him from using both rooms. Company P email Mr M and explain they're obligated to prioritise certain circumstances and customers. They say while they engage contractors, many are fully booked months in advance and the decorators they employ are working through backlogs in the order they are received. They say Mr M declined the option to cash settle when he was informed the anticipated timescales for a decorator would be May and they confirmed the decorator will now attend at the start of May. Then in early May the works are completed.

Taking this all into account, it's clear there were issues with the lack of availability of contractors – and this was identified early into the claim. And it's clear Aviva did manage Mr M's expectations around timelines early into the claim by explaining that it's likely to be May before the redecoration works are able to start. Aviva tried to address this by offering a cash settlement but, for the reasons I've mentioned, it's not clear how this was calculated given the costs which I've seen were paid out to contractors for the works. So, I'm not persuaded this offer represented a fair cash settlement and, given one of Mr M's reasons for declining it was that he felt it was insufficient, I think this left Mr M with the only other option which was to wait until May for the redecoration.

I acknowledge the difficulties Aviva had in finding contractors who could carry out the work sooner. But given that I don't believe the cash settlement presented to Mr M was fair, I think this prevented Mr M from making a reasonably informed decision on whether the alternative of waiting until May was a better option for him. I can't say for certain whether Mr M would've accepted any higher cash settlement, but I think a more realistic cash settlement would've at least allowed Mr M the option of exploring the possibility of finding his own contractors and potentially getting the work done sooner. The information shows Mr M did have a decorator at his home in March carrying out some other work to another area of his home. While this was a decorator Mr M hired himself, it shows he was able to find his own decorator. So, I do understand why Mr M is concerned about the loss of use of his rooms, and in particular his office which he uses more frequently - as a higher cash settlement would've allowed Mr M the possibility of making enquiries with contractors directly. So, considering the lost opportunity to Mr M of making a more reasonably informed decision, and this leaving him with no other option but to wait until May, as well as the lost opportunity of exploring options to get the work done himself, I think Aviva should pay Mr M compensation of £150 for the inconvenience caused.

Mr M also feels the redecoration works weren't complete and refers to the decorator refusing to paint the skirting boards in both rooms. The policy terms and conditions say, when settling buildings claims, *"If repair or replacement is carried out, we will cover the cost, including fees, to repair or replace that part of the property which is lost or damaged."* I can see the surveyor, during their initial attendance, describes the areas of damage and work required to reinstate this. I can see there was then email exchanges where Mr M's wife describes the work which needs to be carried out. She refers to areas of woodwork which are also covered in Aviva's description of work which includes the picture rail and dado rail. Mr M's wife says, *"Also to avoid mismatch colours all remaining woodwork to be white gloss."* Aviva explain the cover doesn't extend to redecorating areas not damaged by the escape of water incident and set out the specific work which would be carried out.

I acknowledge Mr M says the water ran down the wall and onto the skirting board in both rooms. Mr M says there were water marks and stains on the skirting board, and he would've expected them to be painted. The information shows a contractor attended to inspect the damage to establish the extent of work required to reinstate both rooms. I've seen no evidence the contractor identified the skirting boards as being an area requiring painting. I've also taken into account Mr M's wife's email referring to there being "*mismatch*" if the remaining woodwork isn't painted. So I'm not persuaded there was sufficient damage to the skirting boards which required any painting to be covered under the claim. And that being the case, and in view of the terms and conditions which say repairs will be limited to only those parts which are damaged, I can't say Aviva have acted unreasonably in not arranging for the skirting boards to be painted.

Mr M also says Aviva insisted both rooms should be clear of furniture in advance of their contractors attending. He says he did this as far as possible, but he feels this should've been handled as part of the claim, and the plasterer and decorator should've at least helped to move furniture. I do acknowledge Mr M's points, but the information shows Aviva did explain they require the rooms to be completely empty of furniture when their contractor attends. I do acknowledge the inconvenience involved in a customer having to move furniture, but our service doesn't have the power to direct a business to change its processes. It's not unusual or uncommon for contractors to have in place a policy which says they won't move any items – and that being the case, it's not unreasonable for an insurer to insist on any rooms being clear of furniture. So, I can't say Aviva have acted unreasonably here and I can see confirmation of this was provided to Mr M in advance of the contractor's visit.

Claim declined for replacement carpet

I can see part of Mr M's claim included a replacement carpet in his office which he says had suffered water damage. Mr M explains he didn't discover this until later in the claim and only at the point that he moved a desk in his office. Aviva say the carpet has been disposed of, so they haven't been given an opportunity to assess the damage to the carpet – and on this basis they've declined this part of the claim.

It's not unreasonable to expect an insurer will want to carry out their own assessment of any damaged items to validate a claim. And the policy terms and conditions say, "*If we ask, you must give us any damaged...items which we have paid to have replaced.*" So, given that Aviva aren't able to make their own assessment of the damage to the carpet to validate the claim, I can't say they've acted unfairly in declining this part of the claim.

I do acknowledge Mr M says, the fact that Aviva's agent recommended the use of specialist drying equipment demonstrates the level of dampness in the office – so he says it follows that it's not unreasonable to expect there will have been water running onto the carpet.

I don't doubt this, and I also agree with Mr M's points about there still being dampness in the office around two months into the claim. But the policy terms and conditions do allow Aviva the option to repair or replace any damaged items – but they've not been given the opportunity to assess the damage to determine which option, if any, would apply. I also acknowledge Mr M's point that the invoice proves the carpet has been replaced. I agree an invoice will prove this, but Aviva are entitled under the policy to determine whether a replacement was necessary. Given they're not able to make that determination now, it's not unreasonable for them to decline this part of the claim.

Mr M says he initially wasn't intending on making a claim for the carpet but became frustrated with Aviva's claims handling and decided to include this. Mr M also says he doubts whether Aviva would've decided to inspect the carpet given the value of the claim for this. He

believes they would likely have agreed to replace the carpet based on the invoice. I do acknowledge Mr M's points, but insurers will have their own processes in place to assess and validate any claims. It might well be the case that some insurers, in some circumstances, may decide to cover certain items without assessing them. But, in the circumstances of this case, Aviva say this isn't an approach they would've taken. The information shows, following receipt of the invoice from Mr M, Aviva noted the photos didn't show any damage to the carpet. So, they discussed this with the agent who confirmed this wasn't part of the claim originally. Aviva say, if the carpet was available for inspection, they would've appointed a carpet specialist to assess any damage and validate this part of the claim. So, given the information I've seen here, I'm not persuaded Aviva would've settled the claim for the carpet without going through their usual validation process.

I do acknowledge Mr M's frustration with the claims handling, and I also acknowledge his reasons for not submitting the claim for the carpet sooner. But, for the reasons I've mentioned above, I think £150 compensation is fair and reasonable in the circumstances here. I wish to reassure Mr M I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Putting things right

I've taken the view that Aviva have made an error here in their claims handling. So, Aviva should pay Mr M £150 compensation for the inconvenience caused.

My final decision

My final decision is that I uphold the complaint. Aviva Insurance Limited must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 February 2024.

Paviter Dhaddy
Ombudsman