

The complaint

Ms M complains about Aviva Insurance Limited's handling of a claim she made under her home insurance policy.

Ms M is represented in this complaint by her partner Mr R. For ease, I'll refer to anything said by Mr R as being said by Ms M.

Aviva is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Aviva has accepted it is accountable for the actions of the agents, in my decision, any reference to Aviva includes the actions of the agents.

What happened

In October 2021, Ms M made a claim under her home insurance policy with Aviva after discovering a leak had caused damage to her property.

Ms M was offered alternative accommodation while repairs were carried out, but she decided to stay with her partner. Aviva said it would pay her a disturbance allowance for the time she couldn't stay at her property.

Ms M raised several complaints about Aviva's handling of her claim and work carried out by its contractors. She was unhappy about a delay in the repairs progressing. She said Aviva hadn't paid her the amount it had previously agreed for the time her property was uninhabitable.

Ms M raised a number of concerns about the quality of repairs to her home. These included the flooring being uneven and coming up in places and the new downstairs toilet being too small and poorly fitted. She also didn't think the kitchen she'd been supplied with was on a like for like basis.

Ms M complained that Aviva's contractors had caused additional damage to her property and items within it, such as the boiler and cooker. She said Aviva's contractors had used her upstairs toilet and had left it in a soiled condition, as well as causing damage to the stair carpet. She said the contractors had used paint she'd left at the property, rather than supplying their own. She also raised several other concerns about how the contractors had left her property.

Aviva arranged for a loss adjuster to review Ms M's concerns about the quality of workmanship. The loss adjuster agreed with many of the issues Ms M had raised and drew up a scope of works for what he felt needed to be done to put things right. Aviva offered Ms M around £3,500 to rectify the outstanding issues, as well as £550 compensation for delays and poor service. Ms M didn't think Aviva's offer was sufficient, but she accepted it on an interim basis and asked our service to look into her complaint.

I issued a provisional decision on 26 February 2024, where I explained why I intended to uphold Ms M's complaint. In that decision I said:

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

Based on what I’ve seen so far, I intend to uphold Ms M’s complaint. I’ll explain why.

I’ve considered everything Ms M and Mr R have told our service, but I’ll be keeping my findings to what I believe to be the crux of Ms M’s complaint. I wish to reassure them I’ve read and considered everything they have 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.

I understand that some further issues came to light after Ms M brought her complaint to our service. I thought it would be helpful to provide some clarity about the Financial Ombudsman Service’s role and the scope of the complaint that I’m deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn’t our role to handle a claim or to deal with matters as they arise.

In this decision, I will only be considering matters Ms M has raised with Aviva prior to referring her complaint to our service, in May 2023. If Ms M would like our service to consider matters that have arisen after this date, she may be able to bring them to us as a separate complaint.

Disturbance allowance

The policy’s terms and conditions say:

“Loss of rent and the cost of alternative accommodation

If the home is damaged by any cause under the Buildings Cover sections numbered 1 to 10 and the damage means your home can’t be lived in, we’ll pay:

- ground rent you still have to pay;*
- rent payable to you, or (if not otherwise insured) reasonable additional alternative accommodation expenses for your tenant;*
- reasonable accommodation expenses for all insured persons and their domestic animals*

up to the limit shown on your schedule until the home is ready to live in.”

I understand Aviva offered for Ms M to stay in a hotel while repairs to the property were being carried out. However, she decided to move in with Mr R because of concerns about staying in a hotel during the Covid-19 pandemic.

Ms M says Aviva’s loss adjuster advised her that she’d receive a disturbance allowance of £100 a week plus a meal allowance of £30 a day as well as travel costs between her and his home.

Aviva says it only ever agreed to pay Ms M an allowance of £100 a week to cover the inconvenience of being away from her home and this included meals. It says it paid a fuel allowance as a one-off due to numerous visits needed surrounding work delays, but there was never an allowance for travel between the two properties.

I haven't seen any written confirmation to support what Ms M says she was told about an allowance for meals and travel. It's possible there was some sort of misunderstanding here. So, I've thought about whether or not the disturbance allowance Aviva has paid is fair.

The terms of the policy required Aviva to cover Ms M's reasonable additional alternative accommodation expenses. It might have been appropriate for Aviva to pay Ms M a meal allowance if she was staying in a hotel with no cooking facilities. However, this wasn't the case here. She was staying with her partner.

Aviva has noted telling Ms M it would be willing to look at additional cost above £100 a week if she provided further information. However, I haven't seen anything to show me that £100 a week wasn't sufficient to cover additional expenses Ms M incurred from staying with her partner, rather than in her own home. So, I'm not persuaded to uphold this part of Ms M's complaint.

Quality of repairs and further damage by contractors

Ms M has raised a number of concerns about the quality of repairs carried out by Aviva's contractors. She also claims they caused additional damage to her property and items within it.

Ms M says contractors left the heating on in her property at such a high temperature that it caused damage to the boiler. Aviva's contractors said they had no recollection of the heating being left on but even if it was, it was thermostatically controlled which would have prevented it getting too hot. The contractors said they'd been told by a heating engineer that the failure of the boiler was due to wear and tear.

I haven't seen any documentation to show me why the boiler stopped working. However, information from Aviva suggests that it agreed to pay for a new boiler because parts had seized due to it staying on when the house was empty. The boiler may have been left on as part of the drying process. Both parties have confirmed that Aviva paid for the boiler to be replaced and I think this was reasonable.

Ms M says the replacement kitchen that was fitted wasn't like for like with her old one. Aviva has provided a copy of an email exchange between Ms M and the kitchen supplier from February 2022. The kitchen supplier said they'd attached the final design which was "absolutely like for like of the kitchen (Ms M) had before the disastrous plumbing issues (she'd) had to endure."

In response Ms M emailed: "Thank you for the revised kitchen layout plan...at last. I don't like the really dark kick boards under the units and I had an extendable tap. I am happy with this otherwise."

I'm satisfied from the above that Ms M approved the kitchen design. So, I don't think it would be fair to say Aviva is responsible if it wasn't like for like.

I understand that one of Ms M's concerns was that the doors weren't soft close, but this seems to have been accounted for in the cash payment Aviva made in May 2023. Ms M says that Aviva's contractors used her paint to decorate the property, rather than supplying their own. I don't doubt it's Ms M's honest belief that her own paint was used. However, the contractors have provided invoices for paint dated February and May 2022. So, on balance, I think it's likely that the paint was supplied by the contractors.

Aviva arranged for an independent loss adjuster to visit Ms M's property in March 2023 in an attempt to resolve Ms M's concerns about the inadequacy of repairs.

The loss adjuster concluded that there were quality of work issues that needed to be rectified as part of the claim. He provided a scope of works for what he thought needed to be done. This included replacing the flooring in the kitchen and utility room, removing and refixing an unlevel worktop and redecorating both of these rooms.

The loss adjuster concluded that the new toilet that had been fitted was too small and was causing problems. This had caused a blockage resulting in waste in the rear garden. He recommended the toilet be replaced with one the same size as the original and the rear garden be jet washed and disinfected.

He recommended that the carpet be replaced because it appeared to have glue on it. He also commented that he could see damage at the front of the cooker but didn't see damage at the side of it because it would have needed to be moved. He suggested it might be possible to repair the cooker, but Ms M would likely want it to be replaced.

In May 2023, Aviva offered Ms M a cash settlement to cover what was showing in the loss adjuster's scope of works, with the exception of the UPVC rear door as it said this wasn't affected by the loss.

Aviva's offer didn't cover the cost of jet washing the rear garden, carpet replacement or repairing the cooker. However, I can see that it paid Ms M an additional amount in December 2023 which included the costs of jet washing and replacing the carpet as well as plants and pots she said had been damaged when the water company had disinfected her courtyard. Ms M has also informed us that Aviva paid for a replacement cooker.

Ms M says the replacement cooker couldn't be installed when it was delivered in November 2023 because Aviva's contractors had moved the switch into the 'hot zone', which was unsafe. I can see that Aviva covered the cost of moving the switch in the payment it made in December 2023.

I appreciate Ms M experienced further distress and inconvenience once it came to light that the cooker switch was in the wrong place. However, I'm unable to consider this in this decision as it falls outside of the scope of the complaint I'm looking at.

Similarly, I'm unable to look at her concerns regarding the replacement of the floor, which I understand took six days instead of one because the work involved was more than the loss adjuster had anticipated. That's because this happened in January 2024, and I'm only able to consider matters she's complained of up to May 2023.

Delays and poor service

Aviva has acknowledged delays in repair works begin carried out. From what I can see the contractors finished most of the works in around May 2022, which was around four months after the drying certificate was issued.

Ms M made Aviva aware of concerns regarding the quality of repairs straight away. And in February 2023, she made it aware that the toilet had caused a blockage in the drain she shares with her neighbour.

Aviva sent the loss adjuster around in March 2023, but it didn't offer Ms M the cash settlement for rectification work until two months later. As I've mentioned, Aviva's payment of May 2023 didn't include some of the items it has since paid for.

Ms M was also extremely upset by the contractor's treatment of her property. For example, she says they used her upstairs toilet and left it soiled, as well as using a number of toilet rolls and towels. When Ms M initially raised this matter, Aviva said the contractors had used a portalo. However, it appears to have later accepted there was no portalo and offered Ms M compensation for this.

Ms M and her representative have raised a number of other concerns about the quality of repairs and poor service throughout the claim. I can see that Aviva offered Ms M compensation for delays and poor service in May and October 2022. However, it seems to have dismissed many of her concerns until after the loss adjuster's visit in March 2023. And I think this caused Ms M a lot of unnecessary distress and upset.

I'm aware that Ms M has a disability, and her representative says the stress from the claim has had a negative impact on her condition. Ms M has suggested that Aviva treated her unfairly because of her age and disability. Given the problems she's experienced, I can understand why she feels that way. But I haven't seen evidence to reach the conclusion that the poor service she received was because of her age or disability. However, I have taken her disability into account in deciding the amount of compensation I think Aviva should award.

I understand Ms M didn't feel comfortable staying at her own property because of concerns about being unable to use the downstairs toilet, the cooker hob overheating and the uneven floor posing a trip hazard. I also understand that she was left without the use of a toilet, bathing facilities, a dishwasher or washing machine while the water company rectified the issue with the blocked drain in February 2023.

Although Ms M was able to stay at her partner's property, it was no doubt frustrating and upsetting that she felt she couldn't stay in her own home.

Aviva has told us it's paid Ms M a total of £550 for distress and inconvenience. From what I can see, this was paid in May 2023. I can see that Aviva made offers of £150 and £100 in its final response letters of 10 May 2022 and 21 October 2022. But it looks like these offers were rejected by Ms M.

Having thought about the overall impact of Aviva's poor service on Ms M, I don't think the £550 it's paid her is enough to put things right. I'm persuaded that Ms M has been caused substantial distress, upset and worry and disruption to her daily life over a sustained period of time. I think a total of £1,000 would more fairly recognise the distress and inconvenience she's experienced up until May 2023. So, I intend to tell Aviva to pay Ms M a further £450."

I set out what I intended to direct Aviva to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

Ms M thanked me for reviewing her case. She said Aviva had caused her a lot of mental distress and had made the home she had once loved into a place of sadness and resentment. She said she'd spent a fortune, as reflected by the money Aviva gave her, repairing the damage caused by its contractors. She said she didn't want anyone else to experience the total disregard Aviva showed to her and her home.

Mr R said they did not intend to add any further submissions to those already made.

Aviva didn't provide any further comments or information for me to consider.

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.

As neither party has disagreed with the conclusions I reached in my provisional decision, I see no reason to change them.

Putting things right

Aviva should pay Ms M £450 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Ms M's complaint and direct Aviva Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 9 April 2024.

Anne Muscroft
Ombudsman