

The complaint

Mr O complains about Aviva Insurance Limited (Aviva) refusing to reimburse travel and accommodation costs to attend his property in relation to a claim he was making under his property owner's insurance policy.

Reference to Aviva in this decision includes their agents.

This decision covers Mr O's complaint about travel and accommodation costs visiting his property in connection with his claim. It doesn't cover other aspects of the claim.

What happened

Mr O owned a property for which he had a property owner's insurance policy with Aviva. In 2023 there was subsidence at the property, caused by an issue with the drains, so Mr O made a claim. Aviva appointed a loss adjuster (C) to handle the claim. Mr O attended an initial meeting at the property at the beginning of September. While Mr O was the owner of the property, his main home was a significant distance from the property.

Having attended the initial meeting, C said a further appointment was necessary for their contractor (F) to attend the property and carry out an inspection. C told Mr O he needed to be there to facilitate access for F and turn off the mains water supply and internal stopcock. An appointment was scheduled towards the end of September. Mr O asked C whether it was necessary for him to be there, given the significant distance he'd have to travel, which would also necessitate an overnight stay.

C acknowledged the distance Mr O would have to travel and the inconvenience it would cause. In recognition of this, they asked Mr O whether there was a third party in the area of the property that might be able to attend, as they would need access to the property for the appointment and future appointments to monitor the impact of the subsidence and progress the claim. They also reminded Mr O the terms and conditions of the policy meant access would need to be provided to progress the claim.

Mr O attended the appointment scheduled for the end of September. However, the representative from F that attended said they didn't require the mains water supply to be turned off and Mr O didn't need to be present. Mr O was annoyed at having to make a 330 mile round trip and have to stay overnight for an unnecessary attendance on his part. He said the trip cost him £401.83 (hotel cost of £253.33 and £148.50 mileage – 330 miles at 45p per mile). He asked Aviva to reimburse him.

C declined to reimburse Mr O, saying the policy required him to allow access to the property and they didn't know in advance of the appointment he wasn't required to be present. They apologised for the confusion over access to the property, but F believed it would be required, as standard practice, only for it not to be the case when the representative attended for the appointment. The policy also didn't provide for paying travel expenses to a policyholder, despite the distance from Mr O's property to his property, as this wasn't something caused directly by the subsidence.

C escalated the complaint to Aviva. In their final response, they didn't uphold the complaint. They said their agents were allowed access to the property under the terms of the policy and Mr O could have sent a local representative to attend the property to allow access. While access to the interior of the property wasn't in the event required, F wouldn't have known this until they arrived at the property to carry out the inspection. Aviva apologised for Mr O having a wasted journey.

Mr O then complained to this Service, unhappy at having to travel to the property and incur costs, when his presence wasn't necessary. At the earlier visit in September he asked C whether his attendance was necessary when F carried out the drain survey and was told it was, both by C and F. But when he arrived he was told by F his presence wasn't necessary as they didn't need access to the interior of the property. He didn't accept Aviva's view the policy, or F's standard procedures, required his attendance. He wanted Aviva to reimburse the £401.83 cost he said he'd incurred.

Our investigator didn't uphold the complaint, concluding Aviva didn't need to take any action. He acknowledged the distance between Mr O's home and the property was significant and Mr O's reluctance to travel there without good reason. But the nature of making a claim involved some element of inconvenience and input from the policyholder to progress the claim. While Mr O was told his presence wasn't necessary, this was only with hindsight, and it wasn't unreasonable for Aviva to ask Mr O to attend. Aviva were aware of the distance Mr O would have to travel and had offered alternatives, including for a third party to attend instead of Mr O. So, they had tried to mitigate the impact of Mr O travelling. The investigator didn't think it reasonable to ask Aviva to reimburse Mr O for his travel and associated costs.

Mr O disagreed with the investigator's conclusions and requested an ombudsman review the complaint. He said he'd made Aviva aware at the first meeting at the property he didn't want to attend unless it was necessary. And Aviva knew his attendance wasn't in fact required – as confirmed by F on the day - and they should have made him aware of this. He expected Aviva to provide him with accurate information on whether his attendance was necessary, which they hadn't done. While they'd apologised, they hadn't offered reimbursement or compensation for what happened.

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.

My role here is to decide whether Aviva have acted fairly towards Mr O.

The key issue in Mr O's complaint is whether Aviva acted fairly in not reimbursing Mr O for the trip when his presence wasn't necessary. Mr O says Aviva told him his presence was necessary, but when F attended on the day it was clear it wasn't. Aviva say the policy requires the policyholder to allow access to a property for its agents to progress a claim and they suggested Mr O have a third party in the area to avoid the need for him to travel.

As Aviva refer to the policy requirement to allow access to its agents to progress a claim, I've looked at what the policy terms and conditions provide for. Aviva haven't referred to a specific part of the policy, but looking at the policy document, there is a *General Conditions* section which includes the following under the heading of *Subjectivity*:

“(2) If required by us, you must allow us access to your premises and/or your business to carry out survey(s), and your compliance with any risk improvements identified.”

In this context, 'us' is defined as Aviva, but I think it reasonable to interpret this to include their agents involved with assessing and handling claims, which would encompass C and F.

In terms of reimbursing travel and accommodation costs of a policyholder in meeting this obligation, I can't see any specific reference in the policy terms and conditions. The policy does include a section headed *Property Damage* where *Cover* sets out the policy will cover damage for a series of *Insured Events* (one of which is subsidence) but "*excluding consequential loss*". I think this latter phrase would reasonably be interpreted to exclude loss (or costs) that weren't a direct result of the insured event, including costs incurred by a policyholder in making a claim, such as having to spend time making the claim, communicating with Aviva and their agents, and being at the property for visits and inspections undertaken as part of assessment of the claim.

So, while Mr O maintains he's incurred a loss, I think it's a consequential loss within the meaning in the policy terms, so wouldn't be covered.

Looking at the specific circumstances of this case, from the evidence and information available, I can see Mr O raised the issue of whether his attendance at the second appointment later in September at the first meeting at the beginning of September and was told it was. There's also indication he contacted F before the second appointment and was told he needed to attend, to turn off the mains water supply from the stopcock inside the property. It was only on the date of the second appointment the representative from F told Mr O he didn't require this and so Mr O's presence wasn't necessary. C say their standard operating practice requires this, which seems why they indicated before the visit Mr O's presence was necessary. While I appreciate what Mr O says about being told by F's representative on the day he wasn't required, I don't think the evidence supports the conclusion F knew beforehand Mr O's presence wouldn't be required.

I can also see C were aware of the distance Mr O would have to travel to attend the property before the second visit, suggesting Mr O consider arranging for a third party to attend on his behalf to avoid the need for him to travel, for example a tenant at the property, if there was one. In the circumstances, I think this was reasonable. As Mr O still travelled for the second appointment, I presume this option wasn't something available to him – but this doesn't make C's suggestion unfair or unreasonable.

Given these points, I can't conclude Aviva acted unfairly or unreasonably towards Mr O. So, I won't be asking them to take any action.

My final decision

For the reasons set out above, it's my final decision not to uphold Mr O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 6 June 2024.

Paul King
Ombudsman