

The complaint

Mrs N complains about Aviva Insurance Limited's handling of a claim made under her home insurance policy.

What happened

Mrs N has been represented in making this complaint by a family member. For ease of reference, I'll refer to Mrs N as our source of information throughout this decision.

When I refer to Aviva in this decision, I mean Aviva and/or their appointed agents.

The background to this complaint is complex, but it's well known to both parties, so I'll provide only a brief summary here.

Mrs N has a home insurance policy underwritten by Aviva to cover a property she owns and rents out. The policy covers the building and its contents, amongst other things.

There was an escape of water at the property, first identified in November 2022. Mrs N arranged for repairs to stop the leak at some time before February 2023, when she proceeded with a claim to Aviva.

Aviva sent a loss adjustor to the property on 7 March 2023. They concluded that any damage in the home was likely caused by failure in the grouting or sealant around the bath, which appeared worn and/or detached.

However, they suggested obtaining Mrs N's plumber's repair report, which might help to confirm or identify the source of the leak.

Aviva requested the plumber's report. It appears there was some confusion about whether it was to be provided by Mrs N, or the letting agent for the property (who Mrs N had asked to deal with the claim on her behalf), or a building company (which I'll refer to as H) who were known to and trusted by Mrs N.

In short, having not received the plumber's report by late March 2023, Aviva decided to decline the claim on the basis that the damage was most likely caused by the failed grouting / sealant (which is quite explicitly not covered according to the policy terms).

The plumber's report was then provided in either April (according to H) or May (according to Aviva). However, it appears to have added nothing significant to the debate.

After some further exchanges about the claim, in mid-May, H sent an email to Aviva suggesting that the issue wasn't the grouting / sealant and that a leak from copper pipework in the bathroom had been the cause of the damage. They suggested that leak may have caused warping which then caused the sealant to lift from around the bath.

A short time later, H also suggested the leak appeared to be at the opposite end of the bath to the failed sealant. And they said there was a clear leak from the jacuzzi inlet pump.

Aviva asked for evidence of these issues and/or invoices for any repairs that had been carried out. But, in short, after further exchanges, the parties agreed that the best solution would be a meeting at the site between a loss adjuster appointed by Aviva and H and/or the letting agent.

That site visit took place on 30 August 2023. The loss adjuster's conclusion being that the damage to the property couldn't possibly have been caused solely by the failed sealant / grouting around the bath. Their report noted a minor leak from pipes under the bath and an issue with the fall on another pipe – which in fact appeared to rise rather than fall.

Having received that report, Aviva agreed to appoint a leak detection specialist (which I'll refer to as S), to identify the source(s) of the escaped water in the property. That would enable Aviva to decide whether the damage was in fact due to an insured event (or events) and so, whether it was covered under the policy.

Aviva also appointed another company (I'll refer to them as R) to carry out any necessary works to mitigate potential further damage.

To summarise events since then, it's fair to say there have been on-going and protracted discussions between Mrs N and/or her representatives and Aviva and their agents about who is going to have access to the property, for what purpose, and how that is to be arranged.

In short, R have had access to the property and carried out some mitigation works. Aviva believe these works have mitigated potential further damage. Mrs N believes they've caused damage to the property and left it in a poor state.

S have still not visited the property. This means Aviva haven't yet made a decision about whether any or all of the damage is covered. And the property has been left unoccupied. Mrs N believes the property has therefore deteriorated further over time.

Mrs N has made six separate complaints to Aviva since making the claim. It's worth me setting out here what those complaint were – and how Aviva responded to them.

The first complaint was about Aviva not naming in advance the first loss adjuster who was to visit the property in March 2023. Aviva apologised for any concern this had caused.

But they pointed out that they had to maintain some flexibility about their schedules and deployment, so as to ensure the earliest possible loss adjuster visits for their customers. And they said they would confirm the identity of the loss adjuster in a call on the day of the visit.

The second complaint was about alleged delays between the loss adjuster's visit (on 7 March 2023) and the end of March - when Aviva still hadn't advised Mrs N about the outcome of her claim. Aviva didn't accept that there were any unnecessary delays in that period.

The third complaint, made on 20 June 2023, was about on-going delays. Aviva admitted they hadn't responded as quickly as they might have to further information and queries from H, and they paid £50 to Mrs N in compensation for her trouble and upset.

The fourth complaint was about the decision, at the end of March 2023, to decline the claim. Aviva admitted that their initial response to the claim wasn't entirely justified, given that the second loss adjuster's visit in August 2023 showed that the assumptions made by the first loss adjuster in March 2023 were incorrect or incomplete. Aviva have paid Mrs N £250 in compensation for the trouble and upset this caused.

The fifth complaint was about Aviva asking Mrs N's representative to confirm bank details before they could pay over the compensation agreed on the earlier complaints – and the manner in which they'd done that. Aviva didn't think they'd acted unreasonably.

The sixth complaint was about Aviva allegedly allowing their contractor, R, to access the property without prior authorisation. Mrs N also said R had caused damage to the property during that visit.

Aviva pointed out that the work wasn't finished and was intended to mitigate any further loss or damage - and they had no intention of leaving the house in its current state.

But they admitted they ought to have communicated in advance their intention to have the contractors visit the property on the specific date(s) in question. And they paid Mrs N £300 in compensation for any trouble and upset that had caused her.

Mrs N wasn't happy with Aviva's responses to her complaints and asked us to look into them. Our investigator did so and came to the view that Aviva had made mistakes in the handling of the claim. But their response to Mrs N's complaints was fair and reasonable in all the circumstances and we wouldn't ask them to do anything more.

Mrs N didn't agree and asked for a final decision from an ombudsman.

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'll deal with some of the more specific complaints made by Mrs N first before I come to what I believe is the main substance of this case – the on-going delays and the fact that no claim decision has been made as yet.

I don't think it's unreasonable for Aviva to say that they'll give the name of the individual loss adjuster to their customers on the day of the visit. As they said, that allows more flexibility in getting their work done for the benefit of all of their customers. And it's very difficult to see any real detriment for the customer in not knowing the name of the loss adjuster much further in advance.

I can't identify any unreasonable or unnecessary delays in the handling of the claim between the first loss adjuster's visit in early March 2023 and late March, when Mrs N made her second complaint.

That's not an unreasonable timeframe for consideration of the claim. And in any case, I note Aviva were trying to obtain the plumber's report during that period. It wasn't unreasonable to think that report might affect the claim decision.

I can see that there were minor delays in May and June 2023 when Aviva didn't respond as soon as they might have to the representations made by H on Mrs N's behalf. Mrs N made her third complaint on 20 June 2023. I'm satisfied the £50 paid by Aviva to Mrs N was fair and reasonable compensation for the trouble and upset caused by those minor unnecessary delays up to that point.

I understand Mrs N's representative's unease about giving bank account details to Aviva over the phone. However, Aviva clearly needed those details to pay the compensation they'd offered.

If Mrs N's representative wasn't sure he was actually speaking to Aviva, he could have suggested providing the details to a known Aviva email address or by calling a known Aviva telephone number himself. So, I'm satisfied Aviva's response to that particular complaint was fair and reasonable.

Aviva have paid £300 in compensation to Mrs N because they didn't specifically seek permission for R to attend the property and carry out mitigation works. That is, in my view, entirely reasonable in all the circumstances.

I bear in mind that extensive discussions had already taken place about how R, or indeed S, might get access to the property - and for what purpose. And those discussions resulted in the installation of a key box at the property, specifically to allow Aviva's agents access.

I'll turn now to the main issue in this case, the delays and the initial decision to decline the claim. This is also the issue which is on-going and remains unresolved.

It's not disputed that Aviva or their agents made mistakes at the first loss adjuster's visit and in their actions based on that visit.

It seems there was only a very cursory inspection of the property. The sealant around the bath was identified as the sole culprit. But there was verdigris on a copper pipe in the bedroom - indicating a likely leak. And it appears not much thought was given to the location of the water damage in relation to the areas of failed sealant.

I'm aware that Aviva's agents had very little information at the time about the circumstances which led to the claim. It seems they were relying on the letting agent to answer any questions, but the letting agent appears to have been in the dark as to how the previous leak had been identified and/or fixed.

I'm also aware that the initial report suggested obtaining more information - specifically a report from the plumber who'd done the work to stop the leak at some point between November 2022 and March 2023. So, the loss adjuster did leave room for their tentative conclusions to be re-considered once further information was obtained.

However, I think Aviva or their agents might have been much more energetic at that visit - and/or immediately afterwards - to get more information from Mrs N and/or her representatives.

In short, it turned out that the conclusions from the first visit were mistaken. There were other causes / sources of the escape(s) of water at the property. And, as I say, these were at least in part relatively easily identifiable when the first visit was made.

To their credit, Aviva have admitted that the decision to decline the claim in March 2023, on the basis of the evidence then available, wasn't justified. And, as I mention above, they've paid Mrs N £250 in compensation for the trouble and upset caused by that error and the delays it brought about.

Other than that - and the minor delays in Aviva responding to H in May / June 2023 (for which compensation of £50 was paid to Mrs N) - I can't see that Aviva were responsible for the delay in getting the second loss adjuster out to the property in August 2023.

Aviva were trying to arrange that visit with various parties, including H. And a new letting agent was now involved, who took some time to respond to communications from Aviva.

There were on-going discussions and debates between the various parties – before August 2023 and afterwards – about how and why Aviva's agents should have access to the property. And it's fair to say that hasn't helped move the claim along at the best speed.

I'm aware that Mrs N and her representative spend a proportion of their time out of the country. And I'm also aware that they are both suffering significant health problems at the moment. They have my sympathy – they have clearly faced some very difficult challenges, which have understandably taken up much of their time.

However, that situation has at times impacted the speed at which the claim has moved along, through no fault of Aviva's.

I've already mentioned the fact that the first letting agents, who were asked to handle things on Mrs N's behalf, appeared not to know much about the circumstances of the claim or the damage to the property – or indeed the possible causes of that damage.

That agent was then replaced – by another agent who seemingly took some time to get up-to-speed. And at times Aviva have been dealing with the letting agents, H and/or Mrs N's representative. That may have led to understandable confusion and/or duplication.

Possibly as a consequence of that confusion, Aviva haven't always been able to get the information or evidence they needed. And where it has been provided, that hasn't always been in a very timely fashion.

The plumber's report was slow to arrive with them. And there was no real account of the issues at the property and/or the steps taken to deal with them before the claim was made in February 2023.

It wasn't until May or June 2023, when H contacted Aviva, that they had Mrs N's (or her representative's) view about what the issues were at the property, and/or what might have caused them, and/or why the initial assessment by Aviva's loss adjuster was mistaken or incomplete.

There have been fairly constant complaints, some of them without a great deal of justification and very early in the process. And that can sometimes have the opposite effect to the intended one (I presume) of speeding up the claim-handling.

There has been a long and on-going debate about access to the property. At one point, Mrs N and/or her representatives appear to have insisted that any agents appointed by Aviva would have to pick up keys to the property from a significant distance away.

And after that was rejected, they wanted Aviva to pay the costs of travel and time for their representatives to attend the property (from a fair distance away) to allow Aviva's agents access.

Whilst I appreciate the difficulties of dealing with these matters while Mrs N and her representative were out of the country, it was incumbent on them to allow reasonable means of access to the house.

And it wasn't unfair or unreasonable for Aviva to refuse to pick up the keys from many miles away – or to decline to pay travel costs for Mrs N's representatives.

Mrs N and/or her representatives have also often raised objections when Aviva wished to send someone to the property to carry out assessments and/or work.

I understand this may be because of the mitigating works carried out by R – which left the property with unfinished work to walls and floors. This may have led Mrs N to lack trust in Aviva's agents. But again, Aviva couldn't proceed with the claim without reasonable access to the property for their agents.

In short, I'm satisfied that Aviva have caused some unnecessary delays in the handling of this claim – particularly because their first assessment at the property was so far off the mark and lacking in thoroughness.

However, Aviva aren't solely responsible for the time it's taken (so far) to deal with this claim – or indeed to make a decision about whether the damage is covered. And in my view, the compensation Aviva have already paid to Mrs N - for the trouble and upset caused by the delays which *were* their fault - is fair and reasonable in all the circumstances.

The parties appear to have reached an impasse as we've been investigating this complaint. As for what needs to happen now, it's not for me to step in as a substitute claims handler for Aviva and/or give direction about the detail of the necessary next steps.

I would also ask Mrs N to understand that it's not my role to anticipate problems or issues which may or may not arise in future.

That said, it would be in the best interests of all concerned if S were allowed access to the property as soon as practically possible to carry out their assessment of the damage and the likely cause(s) of it.

Only after that's happened will Aviva be in a position to make their decision on the claim. And it's not unreasonable for Aviva to insist on S carrying out that assessment before they determine whether there is cover under the policy terms.

Mrs N has raised concerns about a number of issues which may arise subsequent to that claim decision. I know she's concerned about loss of rent from the property, as well as Council tax payments and standing charges for utilities whilst the house has been unoccupied.

I'd expect Aviva to take all of that into account if they decide to accept the claim once S have carried out their assessment. If they *do* decide to cover the claim, then they should consider all of the damage or losses Mrs N says she's suffered, in line with the policy terms.

If Mrs N is unhappy with the claim decision (once it's made) and/or with anything that happens in future (or has happened since the date of Aviva's last final response letter to her), she would be entitled to make another complaint to Aviva – and then bring it to our attention if she's unhappy with Aviva's response.

I'm not going to uphold this complaint. That's not because I think Aviva made no mistakes in handling the claim. I think they *did* make mistakes (as outlined above). But I also think they've acknowledged their errors – and paid fair and reasonable compensation to Mrs N for the trouble and upset she's been caused.

I'd urge everyone involved in this case to work together now to bring the claim to a conclusion as soon as practically possible.

My final decision

For the reasons set out above, I don't uphold Mrs N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 1 August 2024.

Neil Marshall
Ombudsman