

The complaint

Mrs C complains Aviva Insurance Limited handled her subsidence claim poorly.

What happened

In 2019 Mrs C made a subsidence claim against her Aviva home insurance policy, which was accepted. This Service has previously considered several complaints from her about the progress of the claim and Aviva's handling of it. I don't feel it's necessary to set out the details of each here. Instead I will focus on this latest complaint.

By the summer of 2023 following reinstatement repairs there was still some outstanding issues with her property. A contractor (C), arranged by Aviva's claims agent (D) to complete works, had cancelled appointments on various occasions. She was unhappy that Aviva and D hadn't provided promised updates and had failed to respond to her contacts.

Aviva issued a complaint final response in July 2023. It had had reviewed the claim. It said it had asked D to contact Mrs C to provide an update. Aviva said it was sorry about problems she had experienced with C. It offered Mrs C £500 compensation.

Mrs C wasn't satisfied with that response. She felt it didn't resolve her claim. She wants the outstanding work to be completed by capable contractors. So our Investigator considered Aviva's handling of the claim between a previous complaint response in August 2022 and the more recent response in July 2023.

The Investigator noted two dates for repairs had been cancelled. She said this had caused further delays to resolution of the claim. But she felt Aviva's offer of £500 compensation to be fair and reasonable. So she didn't recommend it pay anything more.

As Mrs C didn't accept that outcome the complaint was passed to me to decide. She said the compensation isn't enough to reflect the significant distress and inconvenience she has experienced. She also said it doesn't resolve the outstanding parts of the claim.

I've considered the same period as our Investigator. Events and complaint points raised after July 2023 can be considered in a separate complaint set up by this Service for Mrs C.

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 this is an informal service I'm not going to respond here to every point or piece of evidence Mrs C and Aviva have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

I can fully understand Mrs C's frustration with C during the period I'm considering. Its reasons for cancelling appointments and not completing work over a fairly long period of

time don't appear to be plausible. I can also appreciate the level of frustration she's felt as a result of poor communication from Aviva and its agents.

Whilst I'm only considering a limited time range, I've taken into account that some of the difficulties Mrs C experienced within it appear to repeat her earlier experiences. So her frustration and distress is likely compounded. And I understand delays to the claim's completion are preventing her from selling her property and moving on with her life.

But having taken everything into account I'm satisfied the compensation already offered is enough to recognise the impact of Aviva's poor handling of the claim during the period considered. So I'm not going to require it to pay anything more.

I understand Mrs C would like her property repaired by suitable tradesman. However, I'm limited in the direction I can give Aviva. Whilst I can require it to pay her compensation to recognise the impact of its mistakes or poor service, I can't in the circumstances reasonably set out exactly what repairs it should do or by when. It's now a year on since Mrs C made this complaint and matters, including outstanding work, have likely already moved on.

I understand, at the time of writing, there's still unresolved issues with Mrs C's property. So the claim is still ongoing. Aviva's recently said it will request that D provides regular updates to her whilst it progresses the outstanding issues. It has said similar before, but I hope this time it follows through with its promise and ensures the final stages of Mrs C's claim progress efficiently.

My final decision

For the reasons given above, I'm not going to require Aviva Insurance Limited to pay any additional compensation or do anything differently.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 7 August 2024.

Daniel Martin
Ombudsman