

## **The complaint**

Mrs R complains Aviva Insurance Limited didn't handle a claim against her home insurance policy fairly.

## **What happened**

I issued a provisional 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.

There is a great deal of correspondence for this complaint, and Mrs R has been detailed in her submissions. Rather than comment on each and every interaction between the parties, I will address matters holistically. If I don't comment on something, it's not because I've ignored it. I have simply focussed on what I consider relevant to reaching a fair outcome. This isn't meant as a discourtesy. Our rules allow me to do this, and it reflects the informal nature of our Service.

Mrs R had home insurance with Aviva for a second property. A claim was made in December 2022 for an escape of water. Aviva accepted the claim. Drying/strip out works began, but these didn't go smoothly. And then in March 2023 asbestos was discovered, much later than it should have been. And there were other issues, such as those related to the cavity wall insulation and a garage door. Claims of this nature aren't always straightforward and will naturally cause the insured a level of distress and inconvenience. But here, I'm satisfied Aviva did cause some avoidable delays and complications, and Mrs R was required to do more than she ought to have been.

Mrs R has set out her dissatisfaction with Aviva's various agents in great detail, and repeatedly. And she'd made some serious accusations about their motivations and integrity. My review, however, has found Aviva's agents provided a satisfactory level of service. They were appropriately responsive to her queries, and keen to move things forward, in trying circumstances. The volume and positioning (in the sense that most emails had an element of criticism and/or complaint) of Mrs R's communications were unhelpful, and the various demands and, in my view, unreasonable levels of fault finding, compounded this. While I accept Mrs R likely won't appreciate this finding, I must be objective and while my review focusses on the actions of the respondent, it would be remiss of me not to comment on or keep in mind how Mrs R's actions negatively impacted this claim.

Matters progressed but came to a head in June 2023 when Aviva said it would be cash settling the claim. I understand this was because of concerns over Mrs R's conduct. Mrs R doesn't think this was fair, but in the circumstances, I find it was. Mrs R clearly wanted complete control of the reinstatement works, was dissatisfied with Aviva's agents, and the relevant relationships had broken down. What happened next gives some insight into the position: the loss adjuster (who I understand wasn't local) said he intended to visit to create a schedule of works for the cash settlement, giving a weeks' notice; Mrs R didn't refuse this until the morning of the visit, when he

was already on his way; on arrival, Mrs R, by her own admission, wouldn't let him into the property because she was unwell and works were underway which needed her attention.

The cash settlement for the reinstatement works was £9,385 (net of the excess), and I understand it was paid to Mrs R by cheque in June 2023. Mrs R said this wasn't enough and provided three quotes in October 2023 - £30,211, £26,160 and £38,498. Aviva analysed them against what it knew of the property/damage and had concerns around the scope, high costs and redactions/alterations (which I've seen) made by Mrs R. I find Aviva's concerns with the quotes were justified. Aviva said it could send someone different and more senior, or a third party, to attend the property and review things. I find this was a fair and reasonable way forward. Mrs R didn't agree to this and implied, but did not make clear, that she'd had work done in the meantime which made a further visit moot. I'm not persuaded a visit in or around October 2023 couldn't have helped move things forward. But in any case, I'm satisfied it was reasonable for Aviva to stand by its settlement figure in the absence of a visit and any further evidence from Mrs R.

I understand the reinstatement works Mrs R arranged herself cost about £25,000 and have not gone well, with the property now being in an even poorer condition. She wants Aviva to pay her what she needs to put it right. While I sympathise with Mrs R, for the reasons set out above, I don't find I can fairly and reasonably require Aviva to do so. I say this because I'm satisfied it was fair for it to offer a cash settlement to the value it did based on the evidence available to it, and that brought its liability to an end (but for any minor additional damage which may have been found during the works). In any case, if I were to conclude it was unfair for Aviva to insist on a cash settlement, things have moved on. Aviva wouldn't be responsible for the failure of Mrs R's own contractors as the causal link is broken. So Aviva's liability would be limited to what a fair cash settlement would have been in June 2023, which for the reasons I've set out above, I'm satisfied it was, based on the evidence available.

If Mrs R would like Aviva to revisit the value of the cash settlement, I would suggest she consider doing the following:

- Send a concise email to Aviva setting out how much she considers fair and why; and
- Provide Aviva with full copies of the quotes she received, without redactions or alterations; and
- Provide Aviva with relevant documentation from the contractors she instructed post-June 2023; and
- Allow Aviva to visit the property if it considers a visit would be helpful.

Mrs R has asked me to require Aviva to compensate her for other matters, such as loss of rent, depreciation in the value of the property, dual-council tax payments, to name a few. I don't find there is a fair and reasonable basis for me to do so given my findings above. But I will require Aviva to reimburse Mrs R for the damp reports she paid for, as these wouldn't have been necessary had Aviva dried/stripped out the property properly. I'm also going to require Aviva to pay Mrs R £500 compensation to reflect the distress and inconvenience its failings had on her towards the start of the claim.

#### My provisional decision

I intend to uphold this complaint and require Aviva Insurance Limited to:

- Reconsider the value of the cash settlement upon receipt of further concise and relevant arguments/evidence from Mrs R;
- Reimburse Mrs R the cost of the damp reports (if it hasn't already done so); and
- Pay Mrs R £500 compensation.”

Aviva responded to my provisional decision to say it had nothing further to add. Mrs R indicated she would respond. She was granted extensions to my deadline for responses because she said she was busy and/or unwell. To date she has not provided any further evidence or arguments 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.

While I sympathise with Mrs R's competing priorities and poor health, I'm satisfied she's had enough time and opportunity to respond to my provisional decision. I will therefore proceed on the evidence and arguments available to me.

I have reconsidered matters in full, and I see no compelling reason to depart from what I set out in my provisional decision. It follows my final decision is that I uphold this complaint and require Aviva Insurance Limited to:

- Reconsider the value of the cash settlement upon receipt of further concise and relevant arguments/evidence from Mrs R;
- Reimburse Mrs R the cost of the damp reports (if it hasn't already done so); and
- Pay Mrs R £500 compensation.

### **My final decision**

I uphold this complaint and require Aviva Insurance Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 14 January 2025.

James Langford  
**Ombudsman**