

complaint

Mr and Mrs F complain about the handling of their claim for damage to their home by Aviva Insurance Limited and its agents.

background

Mr and Mrs F jointly held a household insurance policy, which was provided by Aviva. On 25 September 2017 they contacted Aviva to report that a fuel pipe to their boiler had leaked. Mr and Mrs F's boiler cupboard was situated in their kitchen. They said damage was caused to their kitchen walls and oil leaked onto the floor and under their floor tiles of their kitchen. They also said the smell of oil permeated their whole property, which affected their soft furnishings, furniture and clothing.

Mr and Mrs F informed Aviva the escape of oil had happened on 8 September 2017 and they said they were alerted by the smell. They said they'd encountered delays in their boiler engineer attending their home following the leak. And they asked Aviva to cover the cost of reinstating the damage to their home.

Mr and Mrs F's home was uninhabitable during the reinstatement works. So, they vacated their property. Mr and Mrs F initially decided to stay with their relatives. However, after a period of two weeks, they asked Aviva to secure alternative accommodation on their behalf.

Mr and Mrs F said there were delays in Aviva finding suitable accommodation for them, which resulted in them having to find their own alternative accommodation instead. They also said there was poor communication about the temporary accommodation arrangements Aviva had made on their behalf. And they said this caused additional unnecessary stress because it was often left to them to chase Aviva for an assurance that their alternative accommodation would be extended for as long as was needed.

Mr and Mrs F were also unhappy with how Aviva progressed their claim. They said there was a lengthy delay between the removal of their kitchen floor tiles and floor. They said, while the tiles were removed on around 19 October 2017, no further work was undertaken until 21 December 2017 when work began to remove their contaminated floor. They say this delay caused the oil to spread deeper and further. And they say this led to the oil smell further permeating their property.

Mr and Mrs F also said they were informed they'd be given a temporary external boiler. But this never materialised. So, their home was unheated between October 2017 and April 2018. They say this caused significant damp, mould and condensation damage to items within their property – including soft furnishings and internal doors, which swelled making it impossible to open or close them.

When Mr and Mrs F inspected the reinstallation of their kitchen, they were unhappy with the standard of the work undertaken. They say the worktop and units weren't fitted properly and the finish was poor. Mr and Mrs F voiced similar concerns about the replacement floor that had been laid.

Mr and Mrs F said, despite two attempts by Aviva to install their kitchen, the quality of work remained unsatisfactory. They say this caused a loss of confidence and led to them appointing an independent contractor, at their own expense, to completely dismantle and

properly reinstall their kitchen. It also meant that when Mr and Mrs F had to vacate their temporary accommodation and return to their own property they had no functioning kitchen.

Mr and Mrs F complained to Aviva about how it had progressed their claim. It upheld their complaint in part and paid them £200 compensation to take into account the problems they'd experienced insofar as the issues with their kitchen were concerned. But it rejected all other complaint points Mr and Mrs F had raised as it didn't think it had made any errors.

Being dissatisfied with how Aviva had dealt with their complaint Mr and Mrs F referred it to our service. Our investigator looked into what had happened and recommended upholding Mr and Mrs F's complaint in part as they didn't think Aviva had acted fairly. They weren't persuaded the amount of compensation Aviva had paid Mrs and Mr F fairly recognised the trouble and upset they'd been caused in it dealing with their claim. They thought Aviva should pay an additional £400 compensation – bringing the total amount to £600.

Mr and Mrs F accepted our investigator's view of their complaint and the compensation that had been recommended. But Aviva disagreed with our investigator's compensation recommendation and asked for this complaint to be referred to an ombudsman.

my findings

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

I'm sorry to hear about the difficulties Mr and Mrs F experienced here. I know they feel very strongly about this matter. And I appreciate the reasons they've brought their complaint to our service. But, while I sympathise with them, the issue that I must determine is whether I think Aviva made a mistake, or treated Mr and Mrs F unfairly, such that it needs to now put things right. In thinking about this, I've considered things from both sides.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities. I'd like to thank Mr and Mrs F and Aviva for the level of detail contained within their submissions. I've read and considered all the information provided and, if I haven't specifically referred to a point that Mr and Mrs F or Aviva have made it isn't because I haven't considered it. My decision will focus on what I think are the key issues, which is an approach that reflects the informal nature of this service.

There are several parts to Mr and Mrs F's complaint. These were set out clearly in our investigator's view of their complaint. And I think it will make things clearer if I deal with each issue separately. I'll use the headings our investigator used.

The temporary boiler and delays removing the kitchen floor

Aviva refuted that it told Mr and Mrs F it would provide them with a temporary external boiler. And it told our investigator that Mr F had refused to vacate his property and had a fire and heater on throughout on a daily basis. I've thought about whether that left Mr and Mrs F out of pocket. But haven't seen any evidence to show that Mr and Mrs F's utility bills were increased as a result of this.

I'm afraid I haven't seen enough evidence to satisfy me Aviva informed Mr and Mrs F it would install a temporary boiler. And I think that, by continuing to heat their property, Mr and Mrs F were able to mitigate the damage caused in the same way a boiler would have done.

Aviva accepted that the internal doors within Mr and Mrs F's property had swelled. But it said the doors had been poorly fitted prior to the escape of oil. And it said the swelling eased and the doors were adjusted and redecorated during the reinstatement phase of Mr and Mrs F's property. I haven't seen any evidence contradicting what Aviva's said about this. So, I'm satisfied the doors were restored to their pre-loss condition.

Aviva has also told our service there was no lasting damp or mould damage to the walls or woodwork within Mr and Mrs F's home because the both were stripped off and, in most cases, renewed completely or re-built. I can see our investigator asked Mr and Mrs F to provide evidence of the damp, mould or other damage their property interior, soft furnishings and furniture sustained. However, they haven't done so.

As I haven't seen any evidence that discredits what Aviva has said I'm persuaded that its failure to provide a boiler, and the delays Mr and Mrs F experienced in the removal of their kitchen floor, haven't caused or contributed to any lasting damage to their home. It follows that I can't fairly ask Aviva to pay compensation for something that hasn't happened.

I'll turn now to Mr and Mrs F's concerns about the delays they experienced in the removal of their floor.

As I set out in the background to this complaint, Mr and Mrs F told our investigator that due to delays in removing their floor tiles and floor this led to the oil spreading further and deeper. They also feel this caused the smell of oil to further permeate their property and damage soft furnishings.

I've taken Mr and Mrs F's comments on board. But I'm not persuaded Aviva was responsible for all the delays they experienced. I say this because, in not vacating his property, Mr F prevented Aviva from removing the floor due to health and safety reasons.

I'm also not satisfied that any of the delays which Aviva may have been responsible for in removing Mr and Mrs F's kitchen floor led to the damage they have reported. I say this the source of the leak had already identified and removed. This persuades me that further spread and contamination was unlikely.

I think the reason that the oil smell permeated Mr and Mrs F's property was because the leak was pre-existing and had been ongoing for a considerable period of time. Aviva has referred our investigator to comments from its contractors about the intensity of the oil smell during their initial visit to Mr and Mrs F's property. And, based on the evidence I've seen, I'm satisfied the leak was something that hadn't just occurred. In such circumstances, it wouldn't be fair for me to hold Aviva responsible for any damage that was caused by the smell of oil.

Quality of the kitchen installation work

Mr and Mrs F provided our service with photographs, which satisfy me that the quality of their kitchen installation by Aviva was poor. The photographs I've seen show damage was caused to some of the units. And I can see some of the units weren't fitted properly.

I understand Aviva attempted to fit Mr and Mrs F's kitchen twice. However, after the second attempt Mr and Mrs F remained unhappy with the quality of the installation and lost confidence in Aviva. Based on the photographs I've seen, I can understand why Mr and Mrs F felt it necessary to appoint an independent contractor to dismantle and refit their kitchen. It's unfortunate this caused a two month delay in the kitchen work being completed. And it led to a situation where Mr and Mrs F were left without a functioning kitchen when they moved back home. This was unfair.

I'm pleased to see that Aviva has reimbursed Mr and Mrs F for the costs they incurred in putting their kitchen right. It's also paid them £200 compensation for the delay they experienced in their kitchen being reinstated. Aviva has told our service that this sum has been calculated on the basis of £100 per month of delay.

It's clear Mr and Mrs F are unhappy with the amount of compensation offered by Aviva. They feel it doesn't adequately recognise the trouble and upset their experience. I agree that £200 isn't sufficient to reflect the distress and inconvenience Mr and Mrs F would have been caused. So, I've thought carefully about what a fair resolution to this part of their complaint might look like.

Our investigator recommended that Aviva pay Mr and Mrs F a further £400 compensation – bringing the total amount to £600. But Aviva feels that amount is too high. I've therefore assessed whether the level of compensation our investigator recommended appropriately recognises what happened here.

We don't punish businesses by awarding damages or compensation as this isn't our role. When deciding what potential compensation to award our service must take two things into account: financial loss as a result of any business error and non-financial loss, including inconvenience and upset.

As I've mentioned Aviva has already reimbursed Mr and Mrs F for the cost they incurred in the work undertaken to put their kitchen right. So, they're no longer out of pocket as a result of what happened. In those circumstances, it wouldn't be fair or impartial of me to make an award for financial loss against Aviva.

Turning now to awards for non-financial loss there isn't a set formula that we use to calculate awards for particular errors. It's my role to consider what impact Aviva's actions had on Mr and Mrs F and to decide, within guidelines set by our service, what an appropriate amount of compensation might be.

It's clear to me that Mr and Mrs F's experience here went beyond mere irritation. They were caused distress and inconvenience by what happened. And I understand that Mrs F's health deteriorated as a result of the difficulties she and Mr F experienced with the kitchen installation process, which I'm sorry to hear about.

I've no doubt that it must have been very frustrating and difficult for Mr and Mrs F to have to challenge the quality of the work undertaken by Aviva. The problems with their kitchen installation led to them not having a functioning kitchen for longer than was necessary. And they've both explained how stressful and inconvenient it was having to arrange, and pay for, an independent contractor to restore their kitchen to its pre-loss state after Aviva's previous installation attempts had failed. Mr and Mrs F were entitled to expect a satisfactory quality of work from those Aviva appointed. But it's clear that wasn't provided.

I can see that pursuing their claim has been a very stressful experience for Mr and Mrs F. I recognise that it's inherent with any property insurance claim that there will be stress and considerable inconvenience. But here, I think much of the distress and inconvenience Mr and Mrs F suffered could have been avoided had their kitchen been installed properly at the outset. It isn't clear why this couldn't be achieved by Aviva. This led to delay. And it's only right that Aviva recognises the avoidable and unnecessary trouble and upset this all caused.

Having had regard to the impact on Mr and Mrs F I'm satisfied that an additional £400 compensation would be a fair and reasonable reflection of the avoidable distress and inconvenience they were caused. This is consistent with awards we have made in similar circumstances and it's what I would have told Aviva to pay.

Alternative accommodation

I've carefully considered what Mr and Mrs F have told our investigator about the difficulties they experienced in relation to the arrangement of their alternative accommodation. And I've taken into account what their insurance policy says about their entitlement to temporary accommodation if their house is uninhabitable.

Based on the evidence I've seen here, it appears that some of the problems Mr and Mrs F experienced were caused by their dislike of some of the properties that were offered as temporary accommodation options. And I think that, ultimately, led to Mr and Mrs F sourcing alternative accommodation that they felt was more suitable to their requirements.

I haven't seen any evidence that Mr and Mrs F incurred a financial cost while staying in alternative accommodation. I appreciate that they suffered distress and inconvenience while living elsewhere. But this is to be expected when a policyholder is temporarily accommodated elsewhere while their home is being reinstated. I'm not persuaded Mr and Mrs F's stress was exacerbated as a result of Aviva's actions. I'm therefore not going to direct that Aviva pays any compensation in relation to this part of Mr and Mrs F's complaint.

my final decision

My final decision is that I uphold this complaint in part. Aviva Insurance Limited should pay Mr and Mrs F and additional £400 compensation to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs F to accept or reject my decision before 8 January 2021.

Julie Robertson
ombudsman