

The complaint

Mr and Mrs A complain about Aviva Insurance UK Limited's handling and proposed settlement of their Buildings Insurance claim.

All references to Aviva also include its agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my decision.

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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- As the damaged tiles outdoors were unable to be sufficiently repaired, Aviva have offered to replace the whole of the outdoor tiled area.
- However, Aviva declined to cover internal tiles as it said there was a clear separation between the areas, and it wouldn't be considered under matching sets cover.
- I can see Mr and Mrs A have the same tiling both inside and outside the home. I note they don't feel there is a divide between these areas, and the tiles should all be considered as part of a matching set in the settlement.
- When considering cover for Matching Sets, it's unusual for cover to extend to different rooms when there is a clear division in place
- From looking at all available information, I can see a doorway and guttering in between these areas. So while the inside and outside tiling is the same, and these divides may have been designed with the intention to be minimal, I still think this is a clear division.
- I can appreciate Mr and Mrs A's comments and their concerns about the aesthetic of their home, but I think in these circumstances Aviva acted fairly in offering to cover the cost of the outside tiling.
- It's not in dispute there have been avoidable delays in Aviva's handling of the claim, or that there were times when Aviva could have handled things better.
- Aviva offered Mr and Mrs A £700 compensation in acknowledgment of this, but I don't think this goes far enough to address the distress and inconvenience they have been caused.
- Mr and Mrs A had made Aviva aware of issues with repairs failing in March 2020, but further action wasn't taken until October 2020.
- I can also see work to damaged doors, following the break in at the property, wasn't completed until February 2021. As this is more than a year after the incident, I can fully understand Mr and Mrs A's frustration and their comments regarding the

ongoing distress this caused them – particularly living with this through winter months.

- With this in mind, I agree with our investigator that Aviva should pay Mr and Mrs A further compensation of £300, bringing the total to £1,000. I think this is within a reasonable range to recognise the distress and inconvenience they have been caused.

Putting things right

To put things right, I direct Aviva to pay Mr and Mrs A further compensation of £300.

My final decision

My final decision is that I uphold Mr and Mrs A's complaint.

I direct Aviva Insurance UK Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 11 April 2022.

Michael Baronti
Ombudsman