

## **The complaint**

Mr D and Mrs D complain about delays and errors in the handling of a property insurance claim by Aviva Insurance Limited.

## **What happened**

Mr D and Mrs D have a property owners' insurance policy underwritten by Aviva.

They first made a claim relating to subsidence at their property in 2009. There is a long and complex history to this matter, but I don't intend to set out all the facts in detail given that both parties are well aware of the situation.

Suffice to say that repairs were carried out in 2010 and again in 2015. And then in 2018, Mr D and Mrs D contacted Aviva again because of on-going subsidence damage to their property.

Mr D and Mrs D have complained to Aviva on several occasions about their handling of the claim and delays in carrying out the necessary repairs.

We dealt with complaints subsequently brought to us by Mr D and Mrs D in 2019 and in early 2021. The outcome was that we awarded £2,500 in compensation to Mr D and Mrs D. And we required Aviva to progress the repair works.

Aviva then promised Mr D and Mrs D that the works would be completed in May 2021. But when Mr D and Mrs D moved back to their property at that point, they discovered the works were in fact far from complete.

So, Mr D and Mrs D made a further complaint to Aviva, in June 2021. This was around the failure to complete the works satisfactorily and the behaviour of Aviva's contractors whilst the repairs were being carried out.

Aviva provided their final response to that complaint in August 2021, thanking Mr D and Mrs D for bringing matters to their attention, but stating that the repair works were now back on track.

Mr D and Mrs D weren't happy with this outcome and brought their complaint to us, in September 2021. Our investigator looked into and thought Aviva hadn't treated Mr D and Mrs D fairly and reasonably.

She said Aviva should pay a further £2,000 in compensation to Mr D and Mrs D. And that they should: appoint someone to oversee the works; ensure a planning application for a replacement window was submitted in a timely manner; complete the works by March 2022; provide alternative accommodation for Mr D and Mrs D whilst the works were completed; and pay for an independent surveyor to sign off the works on completion.

Aviva disagreed 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 should be absolutely clear at the outset about what I can – and can't - deal with in this decision.

First of all, Mr D and Mrs D have had a very long period – since 2009 - dealing with the issues with their property. I am very sorry they've had that experience. It must have been extraordinarily stressful, not to say inconvenient too.

But in early 2021, we concluded dealing with a series of complaints about Aviva's actions or inactions before that time. And we awarded what we thought was fair and reasonable compensation up to that point.

So, I'm not going to compensate Mr D and Mrs D *again* for what the trouble and upset they suffered due to Aviva's errors and omissions up to early 2021. That would clearly be inappropriate. I can only consider what's happened since around May 2021, when Aviva undertook to have the repairs completed.

The rules which govern our service, which are set out by the Financial Conduct Authority (FCA) also say that we can't look into a complaint unless the business the complaint is about has had an opportunity to put things right for their customer themselves.

Mr D and Mrs D complained to Aviva in June 2021 – and then brought that complaint to us when they were dissatisfied with Aviva's response. Any delays or errors on Aviva's part *after* that time aren't things that I can legitimately consider in this decision. Because Aviva haven't yet had an opportunity to put things right themselves.

So, in a nutshell, what I can look at here is the events of May and June 2021. Any compensation we award will cover only that period (up to the date Mr D and Mrs D made their complaint to Aviva). If Mr D and Mrs D think Aviva have failed them after that date, they are entitled to make a further complaint to Aviva – and then to us, if they aren't satisfied with the outcome.

I wanted to make this all absolutely clear in case Mr D and Mrs D are moved in future to make a further complaint about any on-going delays and/or other issues. Aviva shouldn't assume that any award made as part of this decision covers Mr D and Mrs D's trouble and upset up to the date of this decision.

When I look at the relevant period – May and June 2021 – I can see that Mr D and Mrs D had their expectations dashed about the completion of the long-running repairs promised for May 2021. That's when Aviva undertook that the works would be completed.

Aviva now clearly acknowledge that the works were not in fact completed by that time – indeed, they've agreed quite an extensive schedule of further works with Mr D and Mrs D after that time.

Given the background – and the promises made by Aviva – I think Mr D and Mrs D were severely let down in this respect. They must have been devastated to find the works not completed. That would have been exceptionally stressful. And it has caused them significant inconvenience, not least in the further efforts they've had to put in to ensure the new scope of works covers off everything that still needs to be done.

In response to our investigator's view on this case, Aviva said they disagreed and asked for a final decision from an ombudsman. But they didn't put forward any arguments to support that position. In other words, they haven't said *why* they disagreed with the suggested outcome.

### **Putting things right**

Bearing in mind the severe disappointment, stress and inconvenience Mr D and Mrs D have experienced, I agree with our investigator that £2,000 is fair and reasonable compensation for their trouble and upset.

I also agree that Aviva should bring the works - originally promised to be completed by ay 2021 - to a satisfactory conclusion at the earliest possible opportunity. Our investigator said the works should be complete by March 2022 – which clearly pre-dates this final decision.

I don't think that timeline was unreasonable at the time. And I hope Aviva have now been able to progress things to a satisfactory conclusion. If not they should take all reasonable steps to complete the works as soon as possible.

I also agree that Aviva should have paid for alternative accommodation for whatever period Mr D and Mrs D's home was uninhabitable.

And I agree that Aviva should pay for an independent surveyor to sign off the works when they are completed, so that Mr D and Mrs D will have some assurance that the agreed works have been completed to a satisfactory standard.

### **My final decision**

For the reasons set out above, I uphold Mr D and Mrs D's complaint.

Aviva Insurance Limited must:

- Take whatever reasonable steps are necessary to complete the agreed works to Mr D and Mrs D's property as soon as practically possible - if they are not already completed.
- Pay any reasonable alternative accommodation costs Mr D and Mrs D incurred after May 2021 whilst their property was uninhabitable.
- Pay for an independent surveyor to sign off the agreed works.
- Pay Mr D and Mrs D £2,000 in compensation for their trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 10 May 2022.

Neil Marshall  
**Ombudsman**