

The complaint

Mr and Mrs B complain about the way Aviva Insurance Limited has handled a claim they've made on their buildings insurance policy following subsidence.

What happened

Mr B brings this complaint on behalf of himself and his wife so I'll refer to him throughout. References to Mr B and Aviva includes respective representatives and agents.

The background to this complaint is well known to the parties so I've provided a summary.

- Mr B's property is insured by a buildings insurance policy underwritten by Aviva. He made a claim for subsidence which was accepted and once Aviva achieved stabilisation, arrangements for remedial work were made.
- Mr B wasn't happy with the settlement amount offered and he says there was confusion over the arrangements. Aviva apologised about the confusion and delays and offered £100 compensation. But it said it was entitled to settle the claim at the rate it would have been charged by its contractors.
- Mr B raised certain aspects of the complaint with this Service, about delays and poor service. Our Investigator concluded there had been shortfalls in Aviva's service and he said it should pay Mr B an additional £100 to recognise this.
- But he said the other concerns not covered by Aviva's final response in August 2021, including but not limited to, the way the repairs were carried out, the lack of alternative accommodation provided by Aviva and the effect this had on Mr B and his family would need to be raised with Aviva before this Service could consider them.
- Mr B accepted the Investigator's recommendations but Aviva didn't respond so the complaint has come to me for an Ombudsman's 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.

Delays and poor service

- Aviva accepted it caused confusion over dates and what works would be carried out and apologised so I won't comment on this further.
- I've carefully considered Aviva's claim notes and it's clear to me there were some unnecessary delays in the way the claim was progressed. For example, after repair work was authorised there was a delay of approximately a month during which time Mr B had to chase it for updates while Aviva's agent in turn was chasing the appointed contractor.

- Then there was a further delay while the conservatory was assessed and found to be beyond repair during which time Mr B had to chase Aviva regularly for updates.
- In summary, I don't think Aviva met its obligation to handle claims promptly and fairly during this time and it caused Mr B distress and inconvenience as a consequence. I've kept this in mind when reaching my decision about the compensation it should pay him.
- I know Mr B was unhappy with the number of visits undertaken at a time when the Covid pandemic was an ongoing situation, particularly as he says a number of the members of the household were vulnerable. I do also understand regular visits were distressing for one of the family members.
- I can see there were a number of regular visits made by Aviva's agents but it seems it wasn't advised of the vulnerabilities until around May 2021 and I've seen nothing which shows me it was aware of them before. Aviva's explained it would have discussed alternatives to in-person visits, such as video calls if it had been made aware of this before and it took all appropriate precautions when it undertook visits. I've not been given details to consider of any specific occasions where this wasn't the case so overall, I'm not persuaded it acted unreasonably here.

Other concerns

Once Aviva has responded to Mr B's other concerns, briefly detailed above, if he remains unhappy with its explanations, he is, of course, free to raise another complaint with this Service.

Putting things right

Taking into account everything I've said above, I've concluded Aviva caused unnecessary delays and I've decided it should pay Mr and Mrs B a total of £200 in recognition of the trouble and upset it caused because of this.

My final decision

My final decision is that I uphold this complaint and direct Aviva Insurance Limited to pay Mr and Mrs B a total of £200, deducting anything it's already paid from this figure.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs B accept my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 25 August 2022.

Paul Phillips
Ombudsman