

## **The complaint**

Mr and Mrs W have complained about the way Aviva Insurance Limited and their agents handled their claim under their home insurance policy for damage to the drains at their home and an escape of water in their bathroom.

## **What happened**

Mr and Mrs W contacted Aviva's agent for emergency help when they heard gurgling sounds in their bathroom pipework and it looked like their toilet was about to overflow. The agent came out on 12 April 2021 and told Mrs W to flush the toilet. This resulted in the toilet overflowing and soiled water causing damage to the bathroom floor and kitchen ceiling below it. Aviva appointed a loss adjuster to come out and inspect the damage to Mr and Mrs W's home and establish the cause of the problems they'd had. They did this within a few days and the loss adjuster arranged for a company to carry out a drain survey.

Mr and Mrs W then complained about poor communication by the loss adjuster and the delay in getting the repairs to their home completed. They explained that they couldn't use their bathroom and were showering at other locations. In the meantime, the drain survey was carried out and the loss adjuster arranged for the drying process at the property to start on 12 May 2021. The drain survey showed there was damage to the drains and the loss adjuster authorised the repair to them on 24 May 2021. Unfortunately, the company they sent out to do the repairs couldn't complete them and a further survey was arranged, along with a plan of action for the repairs.

Aviva considered Mr and Mrs W's complaint and issued their final response on 9 September 2021. They accepted it had taken far longer than it should have done to have the repairs to the drains carried out and the internal rectification work completed. They provided a disturbance allowance of £100 per week to compensate Mr and Mrs W for the fact they couldn't use their bathroom and were having to shower elsewhere. They also offered £425 for the distress and inconvenience Mr and Mrs W had experienced due to the delays with the claim and poor communication by the loss adjuster.

By this point Mr and Mrs W had already complained to us. However, as Aviva issued their

final response on 9 September, one of our Investigators considered everything that had happened up to this point as part of Mr and Mrs W's complaint. She concluded that the loss adjuster hadn't been proactive enough and that mistakes had been made which had caused unnecessary delays with Mr and Mrs W's claim. She felt both these things and poor communication, especially with regards to the option of alternative accommodation, from the loss adjuster had caused Mr and Mrs W a great deal of distress and inconvenience. And she didn't think the £425 Aviva had offered was sufficient compensation for this. She suggested Aviva should pay £1,200 in total, as well as the disturbance allowance.

Aviva didn't agree with the Investigator's view and asked for an ombudsman's decision. They considered the £425 they'd offered in compensation was adequate. From what they

said, it seemed they thought Mr and Mrs W were well aware they could have alternative accommodation, but declined it. And, from this, it seemed they thought the distress and inconvenience Mr and Mrs W experienced was to some extent of their own making.

I issued a provisional decision on 10 August 2022 and set out what I'd provisionally decided and why as follows:

*I think it's clear from the evidence provided by both parties that there were delays and poor communication all the way through the claim process, up to when Aviva issued their final response. The original drain survey was inadequate, as the company didn't identify the fact that there were pipes under Mr and Mrs W's property that were encased in concrete. And then the company that was appointed to carry out the repairs to the drains couldn't complete the work. Mr and Mrs W were offered alternative accommodation in June 2021, but at this point they had no real idea how long repairs would take and couldn't properly assess whether it was worth moving out. And, it doesn't appear to have been offered after this.*

*The delays and errors eventually led to them having to live without being able to use their main bathroom and having to shower elsewhere for around four months. And, whilst they have been paid a disturbance allowance for this, I don't think this covers the distress and inconvenience, including the frustration Mr and Mrs W would have felt trying to function when working and trying to support their family over such a long period. I think all the drain repairs and internal repair work should have been carried out within a couple of months.*

*Instead, Mr and Mrs W were left to endure unacceptable facilities for a further two months and more. I can't comment on what happened after 9 September 2021, as it is not part of this complaint. But I do accept the process they endured up to this point was very distressing for them.*

*All this having been said, Mr and Mrs W have received a disturbance allowance of £100 per week and been offered and possibly received a further £425. This is a significant amount of compensation for a fairly short period of frustration and inconvenience – that is - two months. And while I don't think it is adequate, I don't think they should receive a further £775 as suggested by our Investigator. I think the poor communication and poor service by Aviva's loss adjuster, which I've estimated to have caused a delay of about two months, warrants a total compensation payment of £600. So, I think Mr and Mrs W should receive a further £175, assuming they've been paid the £425 Aviva offered. It would be useful for me to know in response to this provisional decision whether Aviva have paid the £425 they offered already.*

*I'd like to make it clear that this award is only for the distress and inconvenience Mr and Mrs W experienced between when they made their claim and when Aviva issued their final response to their complaint on 9 September 2021. If they are unhappy about the service they received with regards to their claim and the distress and inconvenience this caused to*

*them in the period from 10 September 2021 to when the repairs to their home were finally completed, Mr and Mrs W will need to make a new complaint about this to Aviva, if they want to do so. If they then aren't happy with Aviva's response, we can then consider it as a new complaint to us.*

I gave both parties until 24 August 2022 to provide further comments and evidence.

Mr and Mrs W have said they have nothing further to add. Aviva asked me to clarify why I felt more compensation was appropriate when I accepted what they'd already paid was

significant. And they also asked me to clarify the period of distress and inconvenience the compensation was for.

### **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've noted what Aviva has said, but as I explained in my provisional decision and in response to their query following it, I have to decide what level of compensation I consider is appropriate for the distress and inconvenience Mr and Mrs W experienced. This is not an exact science and I have taken into account everything they went through as a result of the poor service Aviva's loss adjuster provided. The two months I mentioned in my provisional decision is what I estimate to be the delay caused by the loss adjuster's lack of action. The compensation of £600 is for the distress and inconvenience this caused Mr and Mrs W, as well it being for as the distress and inconvenience they experienced generally as a result of the poor service and communication by the loss adjuster in the period from when they made their claim to 9 September 2021, when Aviva issued their final response.

So, I remain satisfied £600 is appropriate to recognise the impact of the poor service up to 9 September 2021, when Aviva issued their final response. I appreciate Mr and Mrs W complained to Aviva before this, but it was clear they were still unhappy when Aviva issued the final response, so I think it's appropriate for me to consider anything that happened up to this point.

### **Putting things right**

It remains my view that the fair and reasonable outcome to this complaint is for Aviva to pay Mr and Mrs W a total of £600 in compensation for the distress and inconvenience they experienced as a result of the poor service provided from when they made their claim up to 9 September 2021.

### **My final decision**

For the reasons set out above and in my provisional decision, I uphold Mr and Mrs W's complaint and order Aviva Insurance Limited to pay them £600 in compensation for distress and convenience, less any part of the £425 they offered that they've already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 22 September 2022.

Robert Short  
**Ombudsman**