

## **The complaint**

Miss B and Mr R complain that Aviva Insurance Limited (“Aviva”) have treated them unfairly in relation to a flood claim made under their home insurance.

As Miss B has led this complaint with this Service, I’ll mainly refer to her. Any reference to Aviva includes respective agents, representatives or appointed contractors.

## **What happened**

The background of this complaint is well known to all parties and has been detailed extensively elsewhere, so I’ve summarised events.

- In August 2020 Miss B’s home suffered flood damage. She contacted Aviva to make a claim. It completed strip out and drying works and prepared a schedule of repairs due to complete in December 2020. She was moved into hotel accommodation until January 2021 when she returned home.
- Remedial works continued past this time. Miss B raised several complaints, including the quality of works and a failure to follow health and safety guidelines.
- In June 2021 Miss B’s home was flooded again. Aviva reviewed the damage and established the necessary drying steps.
- Miss B objected to Aviva’s chosen agent (who had completed previous works), saying they had failed to wear appropriate PPE, left her home unsecure, and left the property in a poor condition.
- The complaint came to this Service and our Investigator upheld it. He found:
  - Aviva’s agents failed to establish if a ceiling contained asbestos before cutting it. He said the agents also failed to wear PPE or sanitise their hands while working. While the ceiling was since discovered to be safe, and Miss B did not contract Covid-19, both of these instances caused her avoidable distress.
  - Aviva’s agents left Miss B’s property unsecure through failing to lock a back gate and leaving a key safe combination unscrambled.
  - Aviva had caused significant avoidable delays, and its agents had failed to minimise the impact of repairs on other parts of the home, works were not effective and lasting as several items had to be redone with some issues still outstanding. But he didn’t believe there was evidence of discrimination.
  - The impact of Aviva’s actions was significant on Miss B’s wellbeing, and the issues had avoidably led her having to spend extensive time cleaning, as well as impacting her everyday life.
- The Investigator directed Aviva to provide a written apology, pay £750 in compensation, and progress the claim without delay.
- Aviva didn’t respond. Miss B disagreed, providing a detailed account of the impact on her life. Including fear of homelessness, returning to her home without cooking or laundry facilities, and sharing a bathroom with tradespeople, her home being full of

dust, Aviva's staff had intimidated her and caused her extensive stress.

- The Investigator looked again but didn't change his mind. And the complaint was passed to me. I've included an extract of my provisional decision below.

*"Miss B's submissions to this Service span many pages. Within this decision I won't be responding in similar detail. This is not intended as a discourtesy, but a reflection of the informal nature of this Service."*

*My role is to focus on what I consider the crux of the complaint to be which means I will only comment on those things I consider relevant to the decision I need to make. That may also mean I don't comment on everything Miss B has said but I can confirm I have read and considered everything said by all parties.*

*This complaint concerns a claim that is still ongoing. I have considered events that have taken place up until October 2021 within this decision. And in doing so, I've kept in mind Aviva's obligation to handle insurance claims promptly and fairly.*

#### *Outstanding issues*

*Many of the snagging issues and contents items that were considered beyond economic repair were still ongoing at the point this complaint was considered by this Service. So, I will not detail each of them within this decision and instead leave this matter for Aviva to conclude with Miss B and Mr R. And should these matters not be resolved to their satisfaction, their complaint will need to be addressed by Aviva in the first instance. However, I have considered its handling of these issues overall and whether it has caused avoidable delays and distress and inconvenience.*

#### *The claim*

*Miss B and Mr R have explained at length the impact this experience has had on them. I've thought carefully about their submissions and I'm sympathetic to the trauma of losing so many precious and irreplaceable items and seeing their property subject to such damage.*

*In a claim of this nature, there will be a degree of inevitable frustration and upheaval for a policyholder. When considering a complaint like this, I will direct an insurer to pay compensation where I believe it has made a mistake, and that mistake has caused avoidable or unnecessary delays and/or distress and inconvenience. So that's what I've thought about here.*

*Aviva has accepted that some of its works were poor and required rework beyond usual snagging issues. It has also acknowledged that a claim of this nature would normally take about six to nine months, and it was not acceptable that this matter had been ongoing since August 2020. It has described its own staff as defensive and unprofessional in places and that Miss B and Mr R did not get the care needed in this case. As well as other failings related to Covid-19 PPE and not carrying out asbestos testing.*

*Given Aviva's admissions, I see no reason to go over each of these points in detail. Suffice to say it's clear to me Aviva has not met its obligation to handle this claim promptly and fairly. And in turn I don't doubt that Aviva's actions have exacerbated the distress and inconvenience Miss B and Mr R would've otherwise suffered.*

*I've also considered the impact of many of Aviva's mistakes here thankfully did not lead to more serious consequences. For instance, I understand the lack of PPE did not lead to Miss B or Mr R contracting Covid-19. The asbestos testing came back negative so did not place them at risk. And Aviva's agents leaving gates unlocked etc. did not lead to any break-ins or*

*related theft at the property. But I can see how each of these mistakes would've caused Miss B and Mr R a large degree of avoidable distress in the circumstances.*

*Miss B has described medical conditions and poor health she's experienced across this time. While I've been given no direct medical evidence linking the events, I can understand how the mistakes on Aviva's part would've increased her stress levels. I've also thought about the unnecessary time that Miss B has spent cleaning the property and having to raise concerns to Aviva to move things forward.*

*Miss B has said some of Aviva's agents' actions were discriminatory in nature and made reference to relevant equality legislation. As I've outlined above, I've taken into account all the relevant law when deciding this complaint and I've considered the impact of Aviva's mistakes on them directly based on what I consider to be fair and reasonable in all of the circumstances.*

*It seems to me that Aviva's actions, particularly to Miss B, were not considerate to her circumstances. However, if Miss B and Mr R would like a specific decision on whether Aviva has breached this Act, they will need to take this matter to court as it will be best placed to consider this."*

I explained I was minded to award a compensatory sum of £1,500 in the circumstances. And as Aviva takes the remaining matters forward, that it should do so promptly and fairly. I also asked it to provide a written apology to Miss B and Mr R.

I gave both parties until 19 August 2022 to respond. Since then, neither party has provided anything new for me to consider.

### **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.

As I've been given no new information to consider, I see no reason to depart from my provisional decision. And I'm upholding this complaint for those same reasons already given.

### **My final decision**

I uphold this complaint and direct Aviva Insurance Limited to do the following.

- Pay Miss B and Mr R £1,500 in compensation for the distress and inconvenience it has caused them.
- Send a written apology to Miss B and Mr R for the poor handling and the impact it has caused them over the life of this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr R to accept or reject my decision before 27 September 2022.

Jack Baldry  
**Ombudsman**