

The complaint

Mr G complains about his insurer, Aviva Insurance Limited (Aviva). His complaint relates to Aviva only offering to pay for 50% of his claim for the cost of replacing conservatory blinds.

Reference to Aviva includes their agents who administer the policy and assess claims.

This decision only covers the issue of replacement blinds to Mr G's conservatory following damage to the conservatory in bad weather and the consequent need to replace the roof canopy. This decision doesn't cover other aspects of Mr G's complaint, which were resolved by our investigator.

What happened

In 2021 Mr G's property was damaged in bad weather at the time of Storm Arwen. Damage was caused to the roof of his property and to the glass in his conservatory. Mr G lodged a claim for the damage and Aviva appointed a contractor (E) to deal with the damage to the conservatory glass. E initially replaced the broken glass with temporary covering of plastic. They then said it wasn't possible to replace the glass and a new canopy to the conservatory roof was needed.

As part of the replacement canopy, E advised that the area beneath the canopy needed to be clear, which also meant removing the blinds previously fitted there. Having contacted a local company, Mr G was told it wouldn't be possible to refit the blinds to the new canopy. E said they wouldn't replace the blinds. But after raising the issue with Aviva, Mr G was told they would cover the cost. However, the following week Aviva contacted Mr G to say they wouldn't cover the cost as the need to replace the blinds wasn't a direct result of them being damaged in the bad weather. Unhappy at their refusing to cover the cost of replacement blinds, Mr G complained to Aviva.

Aviva discussed Mr G's concerns with him. In their final response, they said they were willing to offer a 50% contribution towards any costs incurred for replacement of the blinds. While they recognised his disappointment, Aviva said they weren't in a position to agree to Mr G's request that they cover the costs of replacement blinds in full (should they be required).

Mr G complained to this service. He said the blinds were fine and undamaged, the only reason they needed to be replaced was due to the replacement roof canopy. As the replacement canopy was Aviva's decision, he said they should pay for the full cost of replacement blinds.

Our investigator upheld the complaint. She thought Aviva should cover the cost of new blinds, to put Mr G back in the position he was before the incident. While Aviva might consider this meant Mr G would have benefited from betterment, she thought this was fair in the circumstances.

Aviva disagreed with the investigator's conclusions and requested an ombudsman review the complaint. They said that as the repairs [to the conservatory roof] hadn't been completed, it wasn't known whether the blinds could be reused or not. As such, the

settlement offered to Mr G therefore only covered the replacement roof. Should the blinds be in a position to be reused, they wouldn't make any settlement offer in that respect (as Mr G would have received a settlement for items undamaged in the incident). They restated their position that if the blinds couldn't be refitted, they would offer a 50% contribution towards the cost of replacement blinds.

In my findings, I concluded that if there was uncertainty about whether the blinds could be refitted, then it would be reasonable to wait until the new roof canopy was completed and then determine whether the blinds could be refitted.

However, if the blinds couldn't be refitted to the new canopy roof, then they would have to be replaced. As such, that would be a loss that is a direct result of the incident and it would be reasonable for Aviva to cover the cost of replacement blinds as part of the claim.

Because I reached a different conclusion to our investigator, I issued a provisional decision to allow both parties to consider matter further. This is set out below.

What I've provisionally decided – and why

I've considered the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

My role here is to decide whether Aviva has acted fairly towards Mr G.

The key issue is that of the blinds to Mr G's conservatory. Mr G says Aviva should pay the full cost of replacement blinds, as they were fine and undamaged. And the only reason they need replacement is Aviva's decision to replace the roof canopy. For their part, Aviva say, firstly, as the repairs haven't been completed, it isn't known whether the blinds can be refitted. As such, the settlement offered to Mr G doesn't include any element for replacement blinds. Secondly, if the blinds can be refitted, they wouldn't make a settlement offer as Mr G would have received settlement for items undamaged in the incident. They say, thirdly, if the blinds can't be refitted, they will offer a 50% towards the cost of replacement blinds.

Looking at these points, the first is whether the blinds can be refitted. Mr G says they're fine and undamaged. While he says a local company have told him they can't be refitted to the new roof, Aviva say this won't be known until the roof replacement is completed. From the photographs of the blinds I've seen, they appear to have been fitted to match exactly the profile of the roof, which may suggest that any replacement roof that doesn't have the same profile might preclude the blinds being refitted to it. However, if there's uncertainty about whether the blinds can be refitted, then it's reasonable to wait until the new roof canopy has been completed. At that point, it can be determined one way or the other whether the blinds can be refitted. If they can, then as it seems they're undamaged (Mr C says they're fine), it would be reasonable for that to be carried out. As Mr G would then be back in the position he was before the incident, I agree with Aviva they shouldn't include any element for the blinds in settlement of the claim, in that scenario.

However, if the blinds can't be refitted to the new canopy roof, then I've considered what would be fair and reasonable in those circumstances. Aviva say they would make a 50% contribution towards the cost of replacement blinds, as they would be making a settlement for items undamaged in the incident. Mr G says they should pay the full cost of replacement, as while the blinds are undamaged, they would only need to be replaced because of the new canopy roof, which was Aviva's decision.

I've considered both views carefully, but on balance I agree with Mr G. While the blinds weren't themselves directly damaged in the incident, if they can't be refitted then they would

have to be replaced. As such, that would be a loss that is a direct result of the incident (the damage caused to the conservatory roof and it needing to be replaced). So, I think it's reasonable for Aviva to cover the cost of replacement blinds as part of the claim and its settlement, in accordance with the policy terms and conditions. While that would mean he has new blinds (as opposed to old ones) I think any aspect of betterment would be incidental.

My provisional decision

For the reasons set out above, it's my provisional decision to uphold Mr G's complaint. If the blinds in Mr G's conservatory cannot be refitted to the replacement roof canopy, I intend to require Aviva Insurance Limited to:

- *cover the cost of replacement blinds as part of the claim and its settlement, in accordance with the policy terms and conditions.*

Mr G replied to make one point. He said he'd been told by a local blinds firm that unless the new canopy profile was exactly the same as the original canopy, it was likely some fixings/attachments might break during removal and reinstallation, complicating the process.

Aviva responded to say they'd received the provisional decision and would await closure of the case to proceed as advised.

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.

My role here is to decide whether Aviva have acted fairly towards Mr G.

On Mr G's point, I'd expect any issues that arise, either if the blinds can be refitted or if they have to be replaced, to be dealt with as part of the claim settlement. So, if new fixings/attachments were needed to refit the blinds, I'd expect the cost of these to be included in the claim. If new blinds are required, then I'd expect the cost to include the necessary fixings/attachments. So, I don't think this affects my provisional conclusion.

On Aviva's response, I take this to mean they don't have any substantive comments on my provisional conclusion.

Taking these points together, they don't change my provisional decision and so my final decision remains the same, for the reasons set out in my provisional decision.

My final decision

For the reasons set out above, it's my final decision to uphold Mr G's complaint. If the blinds in Mr G's conservatory cannot be refitted to the replacement roof canopy, I require Aviva Insurance Limited to:

- cover the cost of replacement blinds as part of the claim and its settlement, in accordance with the policy terms and conditions.

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

Paul King
Ombudsman