

The complaint

Mr D complains about how Aviva Insurance Limited (“Aviva”) dealt with his claim for damage following an escape of water at his home.

Any reference to Aviva includes its agents.

What happened

Below is a summary of what happened and doesn’t therefore include a full timeline or list of every point that’s been made.

Mr D has a home insurance policy with Aviva.

In March 2022 Mr D says he came home to find the hallway floor covered in water. He checked where the water was coming from and saw it was from behind the dishwasher where one of the pipes had come away and broken off.

Mr D repaired the leak himself and then contacted Aviva to claim for the damage caused by the water on 10 March 2022.

Mr D says Aviva arranged for a site visit in May 2022. And this was followed by a call from a loss adjuster appointed by Aviva.

Mr D says when he spoke to Aviva and the loss adjusters appointed by Aviva he was accused of making a fraudulent claim. And so Mr D withdrew the claim and told Aviva he was going to get the repairs done himself. Mr D complained to Aviva.

Aviva said its loss adjusters carried out a site visit and reported back on the damage. Aviva required more information regarding the cause of the damage and so it arranged for one of its loss adjusters to speak with Mr D to discuss the incident further. Aviva said it needed to be satisfied the damage was caused by an insurable event and so needed to investigate the claim.

Mr D wasn’t happy with Aviva’s response and so referred his complaint to this service. Our investigator looked into things for him and said he thought Aviva had acted fairly and reasonably, and in line with the terms and conditions of the policy. He did feel there was some delay in dealing with the claim and so said Aviva should pay Mr D £100 to reflect those delays.

Mr D wasn’t satisfied with the investigator’s view. He said the damage to his property remained and he wanted it to be repaired. Aviva also disputed there had been any delays. And so the complaint has come to me to decide.

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 understand Mr D has strong views about what has happened and I can empathise with the situation he finds himself in. I have read and considered everything I have received carefully. My role isn't to decide the claim and cause of damage. My role is to look at whether Aviva acted fairly and reasonably.

There is a lot of information about the claim Mr D made, and I've looked through what I've been provided. The detail is well-known to both parties so I haven't described the claim in any great detail here. I'll comment on any relevant evidence where appropriate to explain my decision. It is also not my intention to minimise the effect the claim has had on Mr D and his physical and mental health. I recognise the impact the matter has had I empathise with the difficulties he has clearly faced.

Accusations of a fraudulent claim

Mr D has alleged Aviva and the firm of loss adjustors accused him of making a fraudulent claim. I have listened to the calls between Mr D and Aviva, and also between Mr D and the loss adjustors.

Based on what I've seen here I can't see any evidence to corroborate what Mr D has alleged about the accusations of fraud. I haven't heard anything in the telephone calls referring to fraud or heard anyone at Aviva or the loss adjustors saying Mr D had made a fraudulent claim. And so I'm not able to uphold this part of the complaint.

Delays and actions of the loss adjustor

The leak in Mr D's home was reported in early March 2022 but the loss adjustors didn't attend the property or provide their report until May 2022. So I can see there was some delay here, albeit minimal.

Aviva appointed loss adjustors to validate the claim. I think this is reasonable given the extent of the damage to Mr D's property. Aviva explained the claim was being investigated between the time it was reported to when the loss adjustors attended the property. So I agree there has been some slight delay here.

Mr D wants the damage at his home repaired. But he has withdrawn his claim with Aviva. Mr D has said he thought our service would deal with the repair issue however this isn't within our remit. Our role is to look at the service Mr D has received from Aviva and look at whether it has acted within the terms and conditions of the policy.

I know my answer will be disappointing for Mr D but overall I think Aviva has acted fairly and reasonably, in line with the policy's terms and conditions.

Putting things right

To compensate Mr D for the delays in dealing with the claim Aviva should pay £100 in compensation. I say this because it's not clear what happened after the initial call in March to when the claim was picked up again in April. And it's clear to me the impact on him of that has caused particular stress and upset to Mr D. I'm therefore satisfied £100 is fair and reasonable compensation for this.

My final decision

For the reasons detailed above I direct Aviva Insurance Limited to pay Mr D £100 in resolution of his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 8 December 2022.

Kiran Clair
Ombudsman