

## **The complaint**

Ms M complains about how Aviva Insurance Limited (Aviva) handled a claim under her home insurance policy, for damage from a flood at her property.

References to Aviva include their agents who provide services and deal with claims under the policy.

This decision covers Ms M's complaint to this service made in March 2022, following her complaint to Aviva in October 2021 (and their final response in November 2021). As events after Aviva's final response haven't been considered by them, this decision doesn't cover events after that date.

## **What happened**

In April 2021 Ms M returned to her flat to find it had been flooded from an upstairs neighbour's flat. The flooding particularly affected Ms M's kitchen. Ms M contacted Aviva to notify them of the incident and lodge a claim. Aviva appointed a contractor (P) to deal with the reinstatement work at the property, including stripping out of the damaged kitchen and its refitting. Work began to strip out the damaged kitchen the following month, followed by equipment to dry the property before refitting of the kitchen could begin. The drying work was completed by the start of August 2021.

However, work to refit the kitchen didn't start. Unhappy at progress with her claim and refitting of her kitchen, Ms M complained to Aviva in October 2021. She was unhappy at the time taken for drying out, that a gas pipe had been kept uncapped when the damaged kitchen was stripped out and a lack of responsiveness from her claim handler. It had been six months from the incident, and three months from the drying equipment being removed, but no progress with refitting her kitchen.

In their final response, Aviva said the claim had been put on hold by Ms M and that once she was ready for the refitting work to recommence she would contact P. Aviva also said they'd tried to contact Ms M but hadn't been able to discuss the complaint with her. As she hadn't called them back, they presumed she was content with the position.

Ms M then complained to this service. She was unhappy at being without a kitchen for some eleven months from the time it was stripped out in May 2021 until recently. She also lost use of part of her flat from having to use it to store items from the kitchen. She wasn't happy at how her claim had been handled and that a gas pipe had been left uncapped. The situation had been difficult and stressful for her, so she felt she was entitled to compensation for the experience.

Our investigator upheld Ms M's complaint, concluding Aviva hadn't acted fairly. She didn't think Aviva had provided Ms M with adequate customer service. From the information available, the investigator thought Aviva's handling of the claim had caused Ms M more than the levels of disruption and inconvenience to be expected from a claim. Based on this, the investigator thought Aviva should pay Ms M £150 compensation for distress and inconvenience.

Aviva didn't respond to the investigator's view by the date requested, so this complaint has been passed to me to review.

### **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 Ms M.

The key issue in Ms M's complaint is the handling and progress of her claim and the reinstatement work at her flat, in particular the refitting of the kitchen that was damaged in the flood from the neighbour's property. Ms M is unhappy at the time taken for the work to be progressed, and being without a kitchen, particularly the time between the completion of drying of her flat to the time she complained to Aviva (August to October respectively, from the information I've seen). She's also unhappy at the loss of use of part of her flat from having to use it to store items from the kitchen, and that a gas pipe had been left uncapped.

For their part, Aviva say the claim had been put on hold by Ms M and their understanding was that once she was ready for the refitting work to re-start she would contact P. They also say it was difficult to contact Ms M during the claim process and there were damp issues at the property that had to be rectified before the reinstatement work could commence. They don't feel they (or P) have done anything wrong and any delays weren't down to them.

The information and evidence available to me in this case has been limited, to representations made by Ms M (including her letter of complaint to Aviva) and to the case notes and complaint notes from Aviva, which are also limited. I've also considered the nature of the damage would always have meant disruption and inconvenience to Ms M. For example, the need to strip out the damaged kitchen and to put in place drying equipment to dry the property so that the refitting work could begin. The initial progress seems to have proceeded reasonably, up to the scheduled completion of drying at the end of July or beginning of August.

Ms M and Aviva also have different views on their engagement during the process, with Ms M saying emails she sent weren't responded to, while Aviva say they had difficulty speaking to her throughout the claim process. Without a detailed record of those contacts, it's difficult to form a clear conclusion.

There's reference in Aviva's case notes to Ms M putting the work on hold (with suggestions of her carrying out some additional, non-claim work). But from what I have seen, there is an acknowledgement from Aviva that contractors (which I take to mean P) could have been more proactive. Taken with what Ms M has told us, I think she has suffered from some distress and inconvenience up to the point of her complaint to Aviva (and their response). But I don't think it's significant given the points made by Aviva, so I think a relatively small amount of compensation would be fair. In the circumstances of the case, I think £150 is reasonable.

### **My final decision**

For the reasons set out above, my final decision is that I uphold Ms M's complaint in part. I require Aviva Insurance Limited to:

- Pay Ms M £150 in compensation for distress and inconvenience.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell them Ms M accepts my final decision. If they pay later than this, they 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 Ms M to accept or reject my decision before 29 November 2022.

Paul King  
**Ombudsman**