

The complaint

Mr C and Mr S are unhappy with the way Aviva Insurance Limited (“Aviva”) handled their claim under a property owners policy following an escape of water.

What happened

The circumstances of this complaint are well known to both parties, and largely not in dispute so I’ll only summarise them here:

- Mr C and Mr S are leaseholders in a block of flats and their apartment was damaged following water leaks in neighbouring properties. The damage was reported to Aviva in October 2021.
- Mr C and Mr S were unhappy with the time taken to progress the claim and complete repairs and complained to Aviva.
- In its final response dated 27 April 2022 acknowledged there had been a delay in the appointment of contractors but said the majority of the delays were due to issues in accessing one of the properties. And that it hadn’t been able to progress the claim until the source of the escape of water had been repaired.
- Aviva said it would pay £200 compensation to apologise for the delays it and its contractors had caused.
- Mr C and Mr S didn’t feel £200 sufficiently compensated them for the stress and inconvenience and the time spent having to chase Aviva, so they brought their complaint to this service.
- Our investigator felt there were avoidable delays, with no significant progress until March 2022, and a lack of communication with Mr C and Mr S who had to chase for updates. She recommended Aviva pay an additional £200 in recognition of the impact of its service failures up to 27 April 2022 when Aviva issued its final response.
- Aviva initially disagreed with our investigators opinion and asked that an ombudsman decide the case. Our investigator asked Aviva for some additional information, but Aviva was unable to provide this in a timely manner and in view of the time that had passed it agreed to pay the additional £200.
- Our investigator advised Mr C and Mr S of this change in stance by Aviva and asked if they accepted her opinion. Mr C and Mr S didn’t respond so the case has been passed 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.

Having done so I agree with our investigator’s opinion, and for the same reasons.

In this decision I am only considering events from when the claim was made to the date of Aviva's final response, so the period from October 2021 to 27 April 2022. I'm aware that Mr C and Mr S are unhappy with the way the claim has progressed after 27 April 2022 and this is being considered under a separate complaint.

Claims following an escape of water inevitably cause a degree of disruption and inconvenience, and a claim involving several properties can proceed more slowly than those of a single dwelling. However, I'm persuaded there were avoidable delays and a lack of communication within the timescales I'm considering. And these delays led to Mr C and Mr S having to chase Aviva more than they should've needed to and caused unnecessary distress and inconvenience.

I've considered the degree of additional disruption to Mr C and Mr S and am satisfied that £400 is fair and reasonable in the circumstances of this case.

Putting things right

Avia should pay Mr C and Mr S £200 in addition to the £200 it offered in its final response, so a total of £400 if it hasn't already done so.

My final decision

I uphold this complaint and require Aviva Insurance Limited to pay Mr C and Mr S £200 in addition to the £200 it initially offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mr S to accept or reject my decision before 13 February 2023.

Martyn Tomkins
Ombudsman