

## **The complaint**

Mr and Mrs R complain about the quality of works carried out by Aviva Insurance Limited's agents in relation to a claim made under their home insurance (buildings) policy.

Aviva is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agent. As Aviva has accepted it is accountable for the actions of the agent, in my decision, any reference to Aviva includes the actions of the agent.

## **What happened**

In 2018, Aviva arranged for Mr and Mrs R's driveway to be replaced, after they made an accidental damage claim under their home insurance policy. A few years later, Mr and Mrs R told Aviva the new driveway was crumbling due to it being laid in extremely hot conditions and the builders not washing it down in the days after it was finished.

Aviva arranged for another driveway to be laid. However, after this was done, Mr R raised concerns about its quality.

Aviva arranged for the site to be visited by its contractors. Mr R raised concerns about the visit. He was unhappy that they wouldn't agree to replace the whole driveway. He said the manager who attended was arrogant and sarcastic.

Aviva arranged for one of its surveyors to visit, who suggested Mr R get two independent quotes from local builders so that rectification work could be carried out. However, this didn't resolve the matter for Mr R who believed the whole driveway needed replacing and didn't feel it was up to him to get quotes.

Aviva didn't agree that the whole driveway needed replacing. It offered to pay Mr and Mrs R £347.88 (including VAT) to have the repairs carried out. It also offered £150 to compensate them for the inconvenience they had incurred due to the driveway requiring repairs.

There was further correspondence between Mr R and Aviva. Mr R provided photographs showing crumbling concrete on the driveway. He did not wish to accept the cash settlement as he felt Aviva should be able to arrange for a different company or crew of builders to rectify the driveway. He also raised concerns that Aviva had put forward an idea to bring in an independent person or body to look at the driveway and had quickly withdrawn the offer.

Aviva increased its cash settlement offer by £50 to cover repairs of crumbling concrete, which it said was a minor issue. It later offered Mr R £25 to apologise for some confusion regarding an agreement to send an independent expert to view the driveway. It said it would not be doing this as it had already provided a sufficiently qualified expert of its own and had full confidence in his professional opinion.

Mr R remained unhappy, so he asked our service to consider his concerns. Our investigator looked into the matter and concluded that Aviva didn't need to do anything further. She thought Aviva's offer of a cash settlement and compensation for distress and inconvenience was reasonable.

Mr and Mrs R disagreed with our investigator's outcome. They said they were not only unhappy with the service they'd received from Aviva but also the quality of the repair work and bullying. They said that on two occasions Aviva had offered to bring out an independent body / person to inspect the quality / safety of the drive and had backed out at the last minute. It wasn't an oversight because a cost was being discussed. Aviva's building contractor had put the wrong pattern on the drive which caused a health and safety issue.

Mr and Mrs R said they had not stopped Aviva's contractors attending and carrying out the work, but they did not want the original company attending due to poor workmanship and safety issues. They said Aviva employ other building companies that are based within travelling distance. However, they were no longer prepared to accept Aviva sending out a contractor for the rectification of the driveway. They require a complete, new driveway as Aviva caused the problem in the first place.

As Mr and Mrs R have disagreed with our investigator's outcome, the complaint 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've reached broadly the same conclusions as our investigator. I'll explain why.

I'd like to reassure Mr and Mrs R I have considered all of their points, even if I've not addressed each of them individually. I've focused on what I believe is most relevant to the outcome of their complaint.

I must explain that I'm not an expert on driveway construction. Nor do I need to be to fairly decide this complaint. I've needed to consider if Aviva has acted fairly and reasonably, in line with the terms of the policy.

The terms of the policy say:

*"We can choose to settle your claim by*

- *replacing*
- *reinstating*
- *repairing*
- *payment"*

From what I can see, Aviva chose to replace Mr and Mrs R's driveway after their claim in 2018. It acknowledged issues with this driveway, so it replaced it again in 2022.

Mr R raised several concerns with the quality of the new driveway. These don't appear to be disputed by Aviva. However, Mr R says the whole driveway needs replacing, while Aviva says it can be repaired.

I recognise that Mr R is of the opinion the whole driveway needs to be replaced. However, this isn't something I'm able to determine from the pictures he's provided. I've no reason to doubt the expertise of Aviva's surveyor who said the issues could be resolved by repairs. And I've seen no independent evidence to contradict what the surveyor has said.

I appreciate Mr R is unhappy that he was led to believe Aviva would be arranging for an independent body to inspect the driveway. However, Aviva has apologised for its miscommunication regarding this and offered £25 compensation. I think this is reasonable.

Before it made the cash settlement offer, Aviva gave Mr R the opportunity to get his own quotes from local builders. I appreciate Mr R felt it wasn't up to him to do that and he wanted Aviva to arrange for the work to be completed. However, the terms of the policy allow Aviva to decide how to settle the claim. So, I think Aviva's suggestion for Mr R to get independent quotes was a reasonable way forward.

As Mr R didn't obtain his own quotes, Aviva arranged for its own contractors to produce a quote and based its cash settlement offer on this. I think this was reasonable under the circumstances.

Mr R has commented that Aviva tried to bully him and Mrs R to accept a small repair compensation figure. In its letter responding to his complaint dated July 2022, Aviva said it was willing to consider quotes from Mr R's own contractor. However, I can't see that Mr R did this or has provided any other evidence to show that Aviva's offer isn't sufficient to rectify the issues with the driveway.

Mr R has also complained that he was bullied when Aviva's contractors came to assess the driveway after he first complained about the quality of the work. However, I've no way of knowing what was said during the visit or how it was said. So, I don't have sufficient evidence to conclude that the contractor's representatives acted inappropriately.

I appreciate it was frustrating and upsetting for Mr and Mrs R to find that their driveway wasn't of a satisfactory standard. However, I'm satisfied that Aviva has made reasonable efforts to put things right. And I think the £150 it's offered fairly recognises the distress and inconvenience they experienced as a result of this.

Mr and Mrs R also raised concerns that Aviva wouldn't allow them to use their legal expenses insurance for this dispute. However, the terms of their legal expenses insurance policy specifically exclude disputes between them and Aviva. So, I can't see that Aviva has done anything wrong here.

I know my answer will be disappointing for Mr and Mrs R, but I think Aviva's offer to put things right is fair and reasonable.

### **Putting things right**

Aviva should honour its offer to pay Mr and Mrs R a cash settlement of £397.88 plus £175 for distress and inconvenience.

### **My final decision**

Aviva Insurance Limited has already made an offer to pay £572.88 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Aviva Insurance Limited should pay Mr and Mrs R £572.88.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 31 March 2023.

Anne Muscroft  
**Ombudsman**