

## **The complaint**

Miss W complains about delays by Aviva Insurance Limited in dealing with a claim on her home emergency insurance policy.

Where I refer to Aviva, this includes its agents and claims handlers acting on its behalf.

## **What happened**

Miss W made a claim on her policy following a leak at her property. There were delays dealing with the claim and carrying out repairs, and we have considered a previous complaint about those delays.

Miss W also complained that when carrying out work, Aviva's contractors had broken a soil pipe. She said this meant she couldn't use her toilet, so she had to move out of her house and stay elsewhere for around four months. She also said that a new pipe laid by the contractors didn't comply with regulations and she'd had to pay for this to be replaced. She sought compensation for the cost of this work and for the expense of her alternative accommodation.

Aviva agreed to reimburse the cost of the additional work and paid Miss W £1,879.88 together with interest on that amount. It also said it would consider the cost of further works Miss W said she'd had to arrange, if she provided evidence of those costs.

Aviva didn't agree to pay Miss W anything for alternative accommodation as it said her property was habitable and she didn't have to move out.

When Miss W referred the complaint to this service, our investigator didn't think it should be upheld because:

- Aviva had made a fair offer to compensate for the works Miss W had arranged and agreed to consider further costs if she provided evidence of those.
- She didn't think the property had been uninhabitable for the period claimed as the toilet had only been removed for one day, and Miss W was having a new bathroom put in, so would have been without facilities for a period anyway. But if Miss W could show that work had been delayed by Aviva's action this could be considered further.

Miss W said she although the toilet had been put back quickly, she couldn't use it because this would have led to raw sewage going into the hole outside where the contractors had damaged the drain.

After considering this, the Investigator agreed there should be some compensation. She said:

- Miss W couldn't use the toilet if that meant raw sewage would leak out.
- The damage to the pipe was known from November 2021 but not repaired until March 2022.
- She didn't think the full amount Miss W claimed for this was reasonable as she was staying with family.
- Aviva should pay an allowance of £10 per day from 1 November 2021 until 8 March

2022.

In reply, Miss W says this offer would leave her out of pocket, and hasn't addressed the issue of who should get rid of hazardous waste left at the property.

Aviva has also provided further comments, as follows:

- It has already paid £620 compensation in the previous complaint for the inconvenience of everything that happened.
- Miss W was having renovations done to the property and as part of this, the soil pipe was being moved – so she would have had no facilities at the property.
- This indicates she wasn't living there at that time anyway
- Some of the delay between November 2021 and March 2022 was due to Miss W not being available for appointments.

As no agreement has been reached 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.

The relevant industry guidance says an insurer must deal with a claim promptly and fairly; provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress; and not unreasonably reject a claim.

Miss W's policy provides cover for home emergencies such as leaking pipes and blocked drains. She made a claim for a leak and as mentioned above, we have dealt with a previous complaint about delays in responding to that. This complaint is not about how Aviva initially responded to the claim, but about delays in putting right the damage caused by its contractors to the soil pipe.

There's no dispute about how long it took for this to be repaired – from November 2021 to March 2022. The crux of the matter is whether – as Miss W claims – she couldn't live in her home during that period as a result of Aviva's actions. Aviva says either the house wasn't uninhabitable or, if it was, that would have been the case anyway due to other works being done at the time.

Aviva has referred to a phone call in which there's a discussion about the damaged soil pipe. I've listened to the call and it's correct there's mention that the works Miss W had done in her bathroom meant a new pipe would be installed, meaning the damaged soil pipe wouldn't be needed any more. But there's no further evidence about other work. And Aviva clearly accepted that the damaged soil pipe needed to be repaired, but then took around four months to get the repairs done. I appreciate that if Miss W was having other work done in her kitchen or bathroom there may have been a period where she couldn't use all the facilities in the property. But from the information I've seen, on balance it's likely the damaged soil pipe would have meant she couldn't use her toilet. And that would effectively make the house uninhabitable. It's unlikely having work done on her bathroom would have led to Miss W having to move out for four months.

Miss W didn't stay in a hotel but lived with relatives. She had previously received some compensation for the inconvenience caused by the situation. Taking these factors into account, I think a payment of £10 per day would be reasonable. It's in line with usual industry practice for a disturbance allowance in these circumstances.

Aviva says there were times when appointments were missed by Miss W. But she wasn't living at the property all the time. And she had difficulty taking time off work as she had used

up so much annual leave due to the number of appointments that had been necessary during the course of the claim. So I don't think it would be fair to hold her responsible for any of the delays.

In addition to the payment of £1,879.88, Aviva also said it would consider the cost of further works Miss W said she'd had to arrange, if she provided evidence of those costs. I think that was reasonable and if she provides any further details I'd expect Aviva to consider them.

Finally, Miss W has asked about costs for removing hazardous waste. But according to both Aviva's records and Miss W's notes, arrangements were made for hazardous waste to be removed in May 2022. I don't think any further payment would be appropriate.

### **My final decision**

I uphold the complaint and direct Aviva Insurance Limited pay Miss W an allowance of £10 per day for the period from 1 November 2021 until 8 March 2022.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Miss W accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

If Aviva Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss W how much it's taken off. It should also give Miss W a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 15 August 2023.

Peter Whiteley  
**Ombudsman**