

The complaint

Mr and Mrs H complain about Aviva Insurance Limited's (Aviva) handling of their claim following damage caused by a storm under their home buildings insurance policy.

I'll refer to Mr H in my decision for ease.

What happened

In February 2022 a storm damaged the roof of Mr H's home, as well as damaging his carport. He contacted Aviva and it sent an assessor to inspect the damage. Mr H says the assessor didn't inspect the roof but focused on the invoice he'd received for the repairs he'd arranged. He says the assessor offered him a fraction of the cost of the repairs he'd paid for, in settlement of his claim. Mr H says the assessor was arrogant and rude and shouted at both him and his wife.

Another inspection was arranged by Aviva. Mr H says this assessor told him the roof damage was the result of wear and tear, which wasn't covered by his policy. The assessor didn't think the carport was damaged as a result of the storm. Mr H says he has since received full payment for his claim in addition to £150 compensation. He says the time taken to reach this point has caused him great distress and impacted on his mental and physical health.

In its complaint response Aviva says Mr H's concern about its first assessor was dealt with under a separate reference. It apologised for the actions of its assessor. It says Mr H accepted this apology. Aviva also agreed to carry out a further inspection of the damage. It says its final response relating to this issue was provided over six months ago, which means it can't form part of our consideration here due to the time elapsed.

Aviva says it then dealt with a further complaint from Mr H following its second inspection. It says this was about its assessor not accessing the roof and a lack of communication with Mr H. Aviva says Mr H was also unhappy with the interim payments it made with respect to his claim. It upheld this complaint because of delays in its claim handling and for the need to overturn its decline decision.

Mr H wasn't satisfied with Aviva's response and referred the matter to our service. Our investigator upheld his complaint. He says Aviva eventually accepted Mr H's claim in full, but it should've reached this decision in early April 2022 after its first inspection. This meant delays in providing payments, which were made in several instalments up to January 2023. He says Aviva should pay 8% interest on the payments it provided after April 2022.

Our investigator also thought Mr H had been caused a great deal of distress, which had impacted on his health. Because of this he says Aviva should pay him £300 compensation in addition to the £150 it had already paid.

Aviva didn't agree. It says all costs under the claim have been met and Mr H had been fairly compensated.

As an agreement wasn't 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.

Having done so I've decided to uphold Mr H's complaint. Let me explain.

When considering storm damage claims our long-standing approach requires me to consider three questions. These are: were storm conditions experienced at the time of the loss; was the damage reported typical of that caused by a storm; and were storm conditions the underlying reason for the loss. If the answer to any of these is no, then the insurer can, reasonably decline the claim.

In this case Aviva has paid Mr H's claim in full. This includes the cost of repairs to his damaged roof and his carport caused by the storm in February 2022. As Aviva isn't disputing the storm resulted in Mr H's losses, I needn't consider these questions further. Rather, my focus here is on Aviva's handling of the claim, whether the service it provided was to a reasonable standard, and if not, what impact this had on Mr and Mrs H.

In these circumstances some level of inconvenience and distress is unavoidable. But we expect an insurer to treat its customer fairly and deal with claims effectively. I don't think Aviva did in this case and I'll explain why.

Mr H registered his storm damage claim with Aviva in February 2022. I can see that it paid him £518.98 less his £100 policy excess, after its first assessor's visit. In May Mr H received an apology for the behaviour of the assessor. Aviva then agreed to arrange another inspection. The second assessor supported the first assessor's findings.

However, after Mr H complained again, Aviva's in-house technical manager reconsidered his claim. Mr H sent the manager a report from his contractor confirming the cause of the storm damage.

Aviva responded to tell Mr H the payment it made for his roof repairs was fair. But it agreed the carport damage should've been included. In its letter dated 5 August 2022 it said it would refer this matter back to its claim handler to arrange settlement of this part of the claim. As discussed it then paid £150 compensation for the upset its delays had caused Mr and Mrs H.

Aviva has since decided the full cost of repairs to Mr H's roof should be covered. In its submissions to our service, it confirms the following payments were provided:

| | | |
|------------------|---------|--------------|
| 8 April 2022 | £418.98 | Roof repairs |
| 5 September 2022 | £2,800 | Carport |
| 22 December 2022 | £863.99 | Roof repairs |
| 23 January 2023 | £67.03 | Roof repairs |

I think it's reasonable that Aviva reconsidered Mr H's claim in light of the concerns he raised. But I agree with our investigator that this decision should reasonably have been made in April 2022, following its first inspection of the damage. I understand Aviva appointed an agent to carry out this role on its behalf. But Aviva is ultimately responsible for the actions and findings of its agent. It didn't think its agent had assessed Mr H's claim fairly, which is why it agreed to pay it in full.

It took until January 2023 for the full payment to be provided. I acknowledge partial

payments were provided throughout 2022. But the claim should've been paid in full in April.

I've thought about the impact this had on Mr H and his wife. It took close to a year for Aviva to pay the claim in full. Because of this it should pay simple interest at 8% for the delay in providing these payments. This should be calculated from 8 April 2022.

Mr H and his wife are elderly. He describes how he had difficulty sleeping as a result of feeling he was being scammed. This meant taking prescribed medication to help him sleep, which he says causes side effects. Mr H says he had to pursue Aviva to make sure he was paid what he was due. He says he no longer trusts Aviva and has sought insurance elsewhere.

As discussed, we expect Aviva to handle all claims effectively to avoid causing unnecessary delays. In this case it took it around nine months longer than it should've to pay Mr H's claim. I've seen the emails exchanged throughout the claim period. Due to his health conditions Mr H explains it took him a long time to write these emails. This could've been avoided had Aviva handled the claim fairly and paid it in full in April 2022.

Having considered all of this I don't think the £150 compensation Aviva paid, adequately acknowledges the distress and inconvenience it caused. For the reasons discussed I think a further payment of £300 is fair and in line with our services approach.

We contacted Mr H and Aviva to advise that I intended upholding this complaint as per our investigator's findings. But as I intended for additional interest payments to be made, it was fair to inform both parties and ask for any comments they might want to make.

Aviva responded commenting on an earlier claim it says Mr H had made in connection with his roof in 2021. It says the claim value was £35,000. I didn't think Aviva's argument was clear. So, I asked it to clarify. I said if the business was implying roof repairs should've been carried out in relation to an earlier claim, it should provide a surveyor's report. It should also provide confirmation of the repairs that were expected to be completed within this earlier claim.

In its response Aviva sent a quote a building contractor produced for Mr H dated 27 September 2021. This describes proposed works to the interior of Mr H's house. There's no reference to repairs relating to the roof. Aviva didn't send a report from a surveyor or other professional relating to the condition of the roof in 2021.

I've considered the information Aviva has sent. But this doesn't persuade me to alter my findings. Similarly, neither party sent information or evidence that requires me to amend my decision regarding the additional interest payments. So, my decision remains as described above.

My final decision

My final decision is that I uphold this complaint. Aviva Insurance Limited should:

- pay 8% simple interest on the unpaid part of Mr and Mrs H's claim from 8 April 2022 until payment was made. *If Aviva considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs H how much it's taken off. It should also give Mr and Mrs H a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate; and
- pay Mr and Mrs H a further £300 compensation for the distress and inconvenience it

caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 12 October 2023.

Mike Waldron
Ombudsman