

The complaint

Miss S has complained about Aviva Insurance Limited's (Aviva's) handling of a claim she made under the buildings insurance policy which covers her property.

What happened

Miss S's property is covered by an "all risks" buildings insurance policy in the name of a housing association. The policy is underwritten by Aviva.

As a beneficiary, or intended beneficiary, of the policy Miss S is entitled to claim for damage to her property which isn't specifically excluded under the policy terms.

Miss S's claim has been handled by the insurance broker, under delegated authority from Aviva. This means Aviva is ultimately responsible for the claim journey and anything which might've gone wrong. Any reference to Aviva in my decision also includes the actions, or inactions, of the broker.

Miss S's claim related to an escape of water from a washing machine which caused damage to her kitchen. She's complained about delays and communication issues during the claim and is unhappy that she was told to act as though uninsured and to obtain repair estimates in the first instance.

Aviva accepted the level of service Miss S received was poor. It apologised and offered £100 compensation, but Miss S didn't accept this.

Our investigator considered Miss S's complaint and thought it should be upheld. She agreed that Aviva was responsible for an extended period of unreasonable delays and said this, coupled with a lack of communication during this time, had caused Miss S distress and inconvenience. She didn't agree that Aviva's compensation offer was sufficient to put things right. She recommended Aviva increase the compensation offer to £250.

Aviva didn't accept our investigator's opinion. So, as no agreement could be 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 agree with the outcome reached by our investigator. I'll explain why:

Miss S is unhappy that Aviva advised her to act as though uninsured. I appreciate the reasons why this might have upset Miss S. But insurers are entitled to investigate and validate claims prior to acceptance. And given Miss S highlighted safety concerns, I don't think it was unfair or unreasonable for Aviva to let her know that she could go ahead with those repairs prior to its claim decision, as if she were uninsured. So, while I know Miss S was upset by this request, I don't think Aviva did anything wrong here.

In terms of the delays and communication issues, Miss S first raised the claim on 13 June 2023. Aviva asked her to obtain a repair estimate for consideration on 15 June 2023, which she provided on 5 July 2023. Following this, it took until 31 August 2023 for a loss adjuster to be appointed and to attend her property. This was despite her sending several chasers on 14, 20, and 24 July 2023 asking for updates on her claim and sharing her concerns with the condition of her kitchen.

Miss S has explained that the time taken to progress her claim and the lack of contact she received during this time was particularly worrying and distressing for her because her contractor informed her that the escape of water had impacted the structural stability of her kitchen floor, and because she had a young toddler at home. She's also explained that a large portion of her kitchen was unusable during this period. I think it's clear this would have been particularly concerning as well as being inconvenient.

Aviva has accepted the service it provided was poor and has offered £100 compensation. But taking into account Miss S's particular circumstances, I don't think this goes far enough to recognise the impact its errors had on her.

Aviva has argued that Miss S was responsible for some delays between 15 June 2023 and 5 July 2023 – from when she was asked to provide an estimate to when she actually did. I've thought about this. But ultimately, I don't think it takes away from the roughly eight-week delay Aviva is responsible for, nor that it failed to communicate appropriately with Miss S during this time, further compounding her worry and frustration.

My primary consideration isn't strictly about the length of delays or who is responsible for which parts of those – although those points are important. The key is how much Miss S has been impacted by the delays and communication issues which Aviva is solely responsible for. And for the reasons already explained, I think the impact to Miss S was greater than the £100 compensation covers.

Taking all the circumstances into account, I think Aviva should pay Miss S a total of £250 compensation. I think this amount fairly recognises the worry, distress, frustration, and inconvenience Miss S suffered as a result of the issues which Aviva is solely responsible for.

My final decision

For the reasons I've explained above, I uphold Miss S's complaint.

Aviva Insurance Limited must pay Miss S a total of £250 compensation for the distress and inconvenience it's poor handling of her claim has caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 8 March 2024.

Adam Golding
Ombudsman