

The complaint

Mr P and Mrs P have complained about how Aviva Insurance Limited (Aviva) dealt with a claim under a home insurance policy.

What happened

Mr P and Mrs P contacted Aviva to make a claim when a fire in their neighbour's garage caused damage to their own garage. Mr P and Mrs P later complained about the progress of the claim.

When Aviva replied to the complaint, it said the work at the neighbour's property needed to take place before cleaning could be carried out at Mr P and Mrs P's property. Mr P and Mrs P's contents claim had been settled and cleaning had started following the neighbour's repairs being completed. It said the ceiling boards had been deemed safe by a contractor, but discussions were ongoing about how to proceed to replace them. Aviva offered £150 because of delays experienced during the claim. Aviva later increased this to £225.

Mr P and Mrs P complained to this service. Our investigator said Aviva has acted fairly in how it dealt with the complaint. He said Aviva had explained the work couldn't start until the neighbour's roof had been repaired. Aviva had also agreed to replace the boards. He said the £225 compensation Aviva had offered was reasonable for the avoidable delays.

As Mr P and Mrs P didn't agree, the complaint was referred to me.

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 regulator's rules say that insurers must handle claims promptly and fairly. So, I've thought about what happened in this context.

Mr P and Mrs P made a claim when a fire in their neighbour's garage caused damage to their own garage. I'm only able to consider how Aviva dealt with the claim for Mr P and Mrs P's property. I'm not able to consider how the neighbour's claim was dealt with, although I'm aware of some of the details, including Mr P and Mrs P's concerns about it.

Aviva told Mr P and Mrs P it was unable to progress their claim until the roof repairs at the neighbour's property had taken place. It's my understanding that while work still needed to be completed on the neighbour's roof, water was able to enter Mr P and Mrs P's property and caused damage. Aviva said it wouldn't apply the excess because of the water damage to the contents. It settled the contents claim. Smoke damage was also found to Mr P and Mrs P's property, which required cleaning. Aviva accepted there had been delays at this stage of the claim, for about a two-month period.

Looking at the records, I think the claim initially progressed as I would have expected and taking into account the need to wait for the neighbour's roof repair to be completed. I can

see that once the cleaning could start Aviva had to chase its contractor for progress on this, including escalating it to get the work booked in. The records also showed that following the first clean, it was assessed the boards couldn't be fully cleaned. Aviva then looked at other options to carry out a further clean, including of some timbers, and further cleaning was then carried out. Based on what I've seen, I think there were avoidable delays at this stage of the claim, including because Aviva had to chase contractors to provide updates and to book in appointments.

Mr P and Mrs P also raised concerns about the condition of the boards, as a contractor had said it didn't think they were safe to walk on. Another contractor assessed the boards and said they were safe. I'm aware Aviva told Mr P and Mrs P it thought the contractor who said the boards were unsafe had somewhat exaggerated. However, as Mr P and Mrs P remained concerned, Aviva reviewed its position and decided it would replace the boards.

Mr P and Mrs P were unhappy about using Aviva's contractor. This company was the one who said the boards were safe. I'm also aware of Mr P and Mrs P's other concerns about the contractor, although I note some of this related to the neighbour's claim. However, Aviva explained it only had one contractor who could do the work in their area. Aviva explained that its contractor could replace the boards or Mr P and Mrs P could obtain their own quotes.

Looking at the policy wording, this allowed Aviva to decide how to settle a claim, including whether to carry out repairs itself or to offer a cash settlement. Based on everything I've seen, I think Aviva agreeing to replace the boards when there was a disagreement about the level of damage was reasonable, along with the options it offered. It made its offer in line with the terms and conditions of the policy. It also provided an alternative way it could settle this part of the claim when Mr P and Mrs P said they didn't want to use Aviva's contractor. I think its offer was fair.

Thinking about the claim overall, I think Aviva's offer of £225 compensation was reasonable in the circumstances. I think this was fair to recognise the avoidable delays in the claim. I'm aware Mr P and Mrs P want to be compensated for their time in dealing with the claim and complaint, but based on everything I've considered I don't require Aviva to do this. As a result, I think Aviva should pay Mr P and Mrs P the £225 it previously offered in response to this complaint, as I think that was fair.

Putting things right

Aviva should pay Mr P and Mrs P the £225 it previously offered.

My final decision

For the reasons I have given, it is my final decision that Aviva Insurance Limited has already made a fair offer of £225 compensation to settle the complaint. So, I think Aviva Insurance Limited should pay Mr P and Mrs P this amount.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 27 March 2024.

Louise O'Sullivan
Ombudsman