

The complaint

Mr T is unhappy with the service provided by Aviva Insurance Limited (Aviva) following a claim made on his home insurance policy.

Aviva is the underwriters of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Aviva has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Aviva includes the actions of any third party instructed by Aviva during the course of Mr T's claim.

What happened

In April 2022 Mr T contacted Aviva to make a claim following an escape of water causing damage to parts of his property. Mr T's claim was passed to company S to manage on behalf of Aviva. Mr T elected to have Aviva's contractors complete the required repairs. Company S appointed Company G to source contractors to complete the remedial work. A schedule of works was completed with a start date of November 2022. The repairs were due to be completed by January 2023.

Mr T vacated his property to allow for repairs to start. When he returned to his property in January 2023, Mr T noticed a number of issues with the quality of repairs completed. Mr T has explained *'I found the work was not finished: some jobs had been done badly, light fittings were left hanging from the ceilings, some of the paintwork not completed and much of the work listed on the schedule had not been done at all.'*

Mr T complained about the poor quality of repairs. Mr T was also concerned that many of the items from the schedule of works hadn't been completed as agreed. On 24 March Aviva responded to Mr T's complaint apologising for the inconvenience caused to Mr T. Aviva awarded Mr T £100 in recognition of the impact on him.

Throughout April- July 2023 Mr T and Aviva remained in contact to try and resolve the outstanding repairs needed to Mr T's property. This involved representatives from company G and company S discussing repair options with Mr T in his property, and by phone. In June 2023 a technical manager from company S attended to Mr T's property to inspect the work completed by company G's contractors, and provide a report on what remained outstanding.

On 20 July Aviva wrote to Mr T explaining its offer for putting things right. Mr T sought further clarification from Aviva, as he wasn't happy with Aviva's offer for putting things right. Mr T remained concerned that his complaint hadn't been properly answered by Aviva, and brought his complaint to this service for investigation. Mr T highlighted the impact on his well-being and mental health as a result of the lack of clarification from Aviva about the schedule of work it would be willing to cover. Mr T was also unhappy with the continual delays, and time that had passed since his claim had started.

During our investigation Mr T remained in discussion with Aviva about his claim. On 7 September Aviva provided a breakdown of the additional items that would be covered as

part of its schedule of works. Mr T reviewed this but highlighted further concerns with repairs that Aviva hadn't included.

On 28 September Aviva responded to Mr T's complaint providing a breakdown of the items removed from the original schedule of works, and confirming the works agreed to be completed and included within its offer to put things right. As part of Aviva's offer, it also agreed to pay Mr T an additional £500 compensation in recognition of the upset and inconvenience caused to Mr T because of the poor handling of his claim, and impact on him.

The investigator found that the service provided by Aviva had been poor, but the offer to put things right from Aviva was fair and reasonable, and in line with our approach. The investigator didn't ask Aviva to do anything more in settlement of Mr T's complaint.

Mr T didn't accept the investigator's findings saying (amongst other things) '*... if all the work had been carried out as per the original work schedule and to a good standard, it would not have been necessary to a) make a complaint in the first place and b) take time off work for various extra workmen to call to inspect the unfinished work, the shoddy workmanship and get an assessment of what was still required.*' As the complaint couldn't be resolved it's been passed to me for decision.

I issued a provisional decision on Mr T's complaint. This is what I said about what I'd decided and why.

I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Customer service and delays on claim

It's evident that Aviva failed to manage Mr T's claim properly. The dispute now relates to what Aviva should do to put things right. So I've focused my final decision on determining this part of Mr T's complaint. I've firstly considered what fair compensation should be for the poor customer service provided, including delays, when dealing with Mr T's claim.

After making a claim in April 2022, Mr T moved out of his property in November 2022, expecting to return in January 2023 to a fully repaired property. But this didn't happen. Instead, Mr T ended up complaining to Aviva about several issues - not least the fact that the original schedule of works (that had been shared with him before the repairs had been agreed), had not been followed. And the repairs that had been done, were of poor quality.

I'm persuaded this experience would've caused Mr T undue upset and stress. He was fully expecting to return home and find it in a habitable condition, like it was before the escape of water incident. But he was left feeling disappointed, and let down by the quality of repairs completed. I think it's fair that Aviva award compensation in recognition of the impact on Mr T because of this poor customer experience.

I've seen that Mr T made several attempts to highlight the issues with the repairs completed. Mr T disputed the schedule of works - saying that items had been either missed completely, or completed to an unsatisfactory standard. These items ranged from the quality of floorboards used, the plasterboard in the airing cupboard not being replaced, and a split door frame that had been repaired, and not replaced as agreed.

I've also seen that when Mr T raised concerns with Aviva about the poor quality of repairs, he was informed that a technical manager from company S would attend to Mr T's property to inspect the repairs completed, and what remained outstanding. Mr T was also informed that Aviva would appoint an independent assessor if either party disputed the findings of that

inspection. Although a technical manager attended in June 2023, I can't see that the findings of this inspection were shared with Mr T. And it's evident Mr T remained unhappy with Aviva's offer to put things right.

Mr T has explained that at the time of the inspection in June 2023, Mr T felt reassured by the schedule of works discussed, and the extent of repairs that would be completed in resolution of his claim. However, Mr T wasn't happy with the email later sent to him on 20 July 2023. Mr T says this didn't explain the schedule of works that he was led to believe would be covered, and the offer from Aviva didn't go far enough in recognising the poor repairs completed, and what would need to be done to put things right.

Given the length of time the issues with repairs had been on-going, and Mr T's continued attempts to explain his dissatisfaction with Aviva's handling of his claim, I think Aviva could've done more to better manage Mr T's expectations following the inspection in June 2023. It could've achieved this by sharing a copy of the report completed following the inspection, and explaining how the schedule of work had changed from the original schedule, and most importantly, why. This would've allowed Mr T to better understand why the scope had changed from what he had been told almost a year ago before the work had started, and why some of the original repairs agreed, would no longer be carried out.

Mr T had also been led to believe that Aviva would appoint an independent assessor if either party disputed the findings of the inspection. But I can't see that this option was communicated to Mr T after he raised concerns with Aviva's offer. If Aviva felt that an independent assessor wasn't the right course of action, it should've explained this to Mr T to better manage his expectations about his claim. Instead, I've seen that Aviva continued to maintain its position as per its email of 20 July, without answering any of Mr T's questions about the limited schedule of works. By sharing a copy of the inspection report with Mr T,

Aviva would've been better placed to explain its position on Mr T's claim, and why it had determined the schedule of works to be more limiting than what Mr T was hoping for. Mr T has also explained about the time taken away from work and other commitments in order to attend to the different visits from company S, and company G, to inspect and discuss the poor repairs. I'm persuaded that this is time Mr T had to give up, and would not have had to use in this way, had repairs been completed properly in January 2023.

I accept that Aviva did try to progress Mr T's claim by involving the technical manager from company S, and continuing to email Mr T updates on actions it would be willing to take to put things right. But it wasn't until this service's involvement, and several months later on 28 September 2023, that Aviva provided a full breakdown of the specific issues raised by Mr T, and a response to works that had been removed from the schedule (and importantly why), and works agreed to be completed and included within the offer proposed.

I think Aviva could've done more to proactively manage Mr T's claim so that this information was provided much earlier in the claims process. Its failure to do this caused unnecessary confusion and upset to Mr T at a time that he was already feeling stressed with the continual delays, and lack of response from Aviva.

Having considered these events, I think an additional payment of £500 (bringing total compensation to £1,100) is fair compensation for the poor handling of Mr T's claim, and impact on him. This amount reasonably reflects the poor handling of Mr T's claim, avoidable delays, lack of clear communication, and impact on Mr T over several months as a result of chasing Aviva, and living in his property with repairs being incomplete. I'm satisfied this amount is in line with our approach to complaints of this type, and fairly reflects the upset and inconvenience caused to Mr T over a prolonged period.

Incomplete repairs (laminated flooring, outstanding snagging)

Mr T feels strongly that additional repairs are required to his property in order to bring it back to the condition it was in before it was damaged by the escape of water incident. Aviva say its offer to put things right recognises the outstanding repairs needed, and is fair. When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

One of the main areas of concern for Mr T when returning to his property has been the quality of flooring used in his property. Mr T raised concerns with the application of laminated flooring instead of the hardwood flooring he was told would be used. Following review of Mr T's complaint Aviva found that it had made in error by failing to review the schedule of works, before it was signed off. If it had correctly reviewed the schedule of works before signing it off, it wouldn't have agreed to the use of hardwood flooring, as this would've been 'betterment', and not in line with the policy terms.

Although Aviva recognised its error, I'm persuaded Mr T was caused undue inconvenience and stress because of what he had been told would happen, and the actual flooring that was used to complete repairs. I have considered this as part of my overall direction for putting things right when deciding what fair compensation should look like.

I am satisfied that Aviva's explanation about the type of flooring that should have been used means that Mr T would not have benefitted from hardwood flooring had repairs been completed the way they should've been. This is not something that Mr T was entitled to under the terms of his policy. With this in mind, I've considered Aviva's offer to put things right in respect of the flooring. And I'm satisfied what it has proposed is fair and reasonable in the circumstances.

Aviva's offer recognises the miscommunication with Mr T regarding the type of flooring that would be used. Aviva's offer includes paying Mr T the difference between laminated and hardwood flooring. It also recognises that if Mr T were to go ahead and replace the laminated with hardwood flooring, it would make a financial contribution towards this. Overall, I'm persuaded this offer is reasonable.

As part of Aviva's offer to settle Mr T's complaint, it also set out a list of other items that it would and would not cover, in its email of 28 September 2023. I've considered Aviva's response and rationale. And I'm overall satisfied that Aviva's offer to settle Mr T's claim for the items listed in its email, is broadly fair and in line with our approach.

I do accept that for claims of this type there is likely to be some dispute over the quality of repairs, and what needs to be done to put things right. But at this stage, Aviva has made an offer to put right the incomplete repairs, and its explanation for what is and isn't in scope is broadly reasonable. And I'm also mindful that with the passing of time, some of the issues referenced would be very difficult to determine at this stage to be either incident linked, or wear and tear. Given the length of time the claim has been on-going, I think a reasonable course of action going forward would be to allow Aviva the opportunity to put right what's gone wrong, and for the claim to be progressed in line with Aviva's settlement offer.

I note Mr T feels strongly that Aviva's offer to put things right is likely to result in substandard work. I can appreciate Mr T's apprehensiveness with going ahead with Aviva's contractors to complete the required repairs. Especially after the poor experience he has had with using Aviva's contractors previously. But I can't comment at this stage on the quality of work that might be completed. Mr T still needs to decide how he wants to settle his claim. Should there be any further issues once repairs are completed (if Mr T does decide to use Aviva's

contractors), this would be the subject of a new complaint that would need to be raised with Aviva to answer first.

I note that during our investigation Mr T provided a detailed email setting out the original schedule of works, and highlighting each item that he feels has either not been completed at all, or hasn't been completed to a required standard. I've carefully considered Mr T's comments. And in doing so I'm mindful that the role of this service is not to act as claims mediators. Our role is to help settle complaints between consumers and businesses that provide financial services. We resolve disputes fairly and impartially, and have the power to put things right. When dealing with a complaint about an insurance claim that remains open and on-going at the time of being referred to this service, we generally limit the scope of our decision making to issues which a business has had the opportunity to answer first.

With this in mind, if there are items outside of what Aviva has set out in its email of 28 September 2023 that Mr T feels have not been addressed, Mr T should raise these with Aviva to respond to first. The scope of this decision has considered Aviva's response to the items set out in its email of 28 September 2023. And having considered Aviva's response to what it would be willing to do to put things right, I'm satisfied its offer to settle Mr T's complaint is fair and reasonable. And my overall direction for putting things right, including the amount of compensation being directed, is in line with what this service would recommend for a complaint of this type.

Putting things right

For the reasons set out above, I intend to uphold this complaint. Following confirmation from Mr T on what he would like to do, I intend asking Aviva Insurance Limited to settle the complaint as follows:

- 1. A) Company G to complete all the agreed works as detailed in Aviva's offer email of 28 September 2023, and compensate Mr T the cost difference between the laminate and hardwood flooring – this figure is £1,135.40; or*
B) Full cash settlement for all the works as outlined in Aviva's offer email of 28 September 2023, including the difference between the laminate and hardwood flooring – this figure is £2,433.43.
- 2. If Mr T elects to replace the laminate with hardwood flooring, Aviva to arrange payment of the cash settlement of £2,433.43, along with an additional payment for the remaining costs for the hardwood flooring, up to a maximum of £1,684.28, on receipt of an invoice for the completed works.*
- 3. Pay Mr T compensation of £1,100 (if Mr T has already received the compensation amount of £600 previously offered, Aviva is directed to pay a further £500 only).*

My provisional decision

I am minded to ask Aviva Insurance Limited to settle Mr T's complaint as detailed above.

The responses to my provisional decision

I invited both Mr T and Aviva to respond to my provisional decision.

Aviva responded and agreed with the provisional decision. Mr T responded and rejected the provisional decision. Mr T summarised on-going issues he has had with the repairs

completed by Aviva. Mr T feels strongly that the actions directed in the provisional decision don't go far enough in recognising the stress and upset caused to him over a long period, and what needs to be done to ensure effective repairs are completed.

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.

Firstly I'd like to reassure Mr T that I've read and considered everything that's been provided. I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it has affected what I think is the right outcome.

Mr T says there remains outstanding work that has not been completed to a satisfactory standard, or at all. I don't doubt what Mr T has explained about there being outstanding issues for Aviva to answer. I'm also aware that during this process, Mr T has continued to find problems with the repairs completed. And not all of these have been addressed by Aviva in its response of 28 September 2023.

Mr T should raise any unresolved issues with Aviva to try and resolve at first instance. This is in line with our approach, and how we deal with complaints referred to this service. This approach ensures timely progression of a complaint referred to the service (including for claims which remain open and on-going), and also allows a business to try and resolve issues directly with their customer as a first port of call. Should Mr T remain dissatisfied, he can refer his complaint to this service.

Mr T has also expressed disappointment with information recorded about the cost of his insurance claim. Aviva hasn't yet had the opportunity to consider this. Mr T should refer this question to Aviva.

Mr T has expressed concern over the quality of work that might be completed by choosing to complete repairs using Aviva's own contractors. As explained in my provisional decision, I can't comment at this stage on the quality of work that might be completed. Mr T still needs to decide how he wants to settle his claim. Should there be any further issues once repairs are completed (if Mr T does decide to use Aviva's contractors), this would be the subject of a new complaint that would need to be raised with Aviva to answer first.

Mr T has also explained more about the impact on him over a prolonged period, and the need for his claim to be concluded efficiently. I don't doubt it has been an upsetting, and a stressful time for Mr T. I'm persuaded my direction for putting things right recognises what's gone wrong with the handling of Mr T's claim, whilst also allowing for parts of the claim to move forward. For the reasons explained, I won't be asking Aviva to do anything more than what I've directed in my provisional decision at this time.

As it stands, neither party has provided anything which would lead me to depart from my provisional decision. It follows that my final decision remains the same as my provisional decision, and for the same reasons.

Putting things right

Following confirmation from Mr T on what he would like to do, Aviva Insurance Limited is directed to settle the complaint as follows:

1. A) Company G to complete all the agreed works as detailed in Aviva's offer email of 28 September 2023, and compensate Mr T the cost difference between the laminate

and hardwood flooring – this figure is £1,135.40; or

B) Full cash settlement for all the works as outlined in Aviva's offer email of 28 September 2023, including the difference between the laminate and hardwood flooring – this figure is £2,433.43.

2. If Mr T elects to replace the laminate with hardwood flooring, Aviva to arrange payment of the cash settlement of £2,433.43, along with an additional payment for the remaining costs for the hardwood flooring, up to a maximum of £1,684.28, on receipt of an invoice for the completed works.
3. Pay Mr T compensation of £1,100 (if Mr T has already received the compensation amount of £600 previously offered, Aviva is directed to pay a further £500 only).

My final decision

For the reasons provided I uphold this complaint.

Aviva Insurance Limited must follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 31 May 2024.

Neeta Karelia
Ombudsman