

The complaint

Miss C has complained about the service provided by Aviva Insurance Limited ('Aviva') under her home insurance policy. For the avoidance of doubt, the term 'Aviva' includes its agents, contractors, and representatives for the purposes of this decision.

What happened

Miss C noticed a problem with her kitchen floor and contacted a builder who lifted the flooring and found that the underlay and floor was very wet. A plumber who was called said that the problem was due to a leaking shower pump which could have been continuously leaking constant hot and cold water for two years.

Miss C lodged a claim with Aviva in February 2023, as Aviva was her home insurer at the relevant time. Aviva assessed the damage and started to process the claim, however Miss C complained about the lack of progress. In response, Aviva explained the damage had been ongoing for some time, and so it requested a further opinion from damp specialists before proceeding. Following the specialists' visit, Aviva agreed to some of the restoration works and various contractors were appointed and attended to carry them out.

Miss C then raised a further complaint in January 2024 around the quality of repairs carried out, including flooring works, about the cash settlement Aviva had paid her, and about the attitude of the appointed contractors. Aviva responded, denying allegations of poor workmanship. It said that the cash settlement had been made in full and final settlement, and that Miss C had been happy to accept the payment at the time.

Miss C wasn't happy with Aviva's response to her 2024 complaint. In the circumstances, she referred her complaint to this service. However, the investigator didn't uphold the complaint. Based on the evidence he'd seen, he didn't uphold the complaint, as having reviewed the claim circumstances, the cover held and the specific terms and conditions of the cover, he couldn't see that Aviva acted unfairly in settling the claim as it did.

Miss C remained unhappy with the outcome of her complaint. The matter was therefore referred to me for a final decision in my role as Ombudsman.

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 key issue for me to determine is whether Aviva provided a fair and reasonable service in relation to remedial work carried out at Miss C's home, and a fair and reasonable settlement, following a leak caused by a shower pump at her home. I'm satisfied that Aviva generally acted in a fair and reasonable manner during Miss C's claim, and I'll explain why.

In reaching the above decision, I've carefully considered the submissions of the parties as summarised below. I'll firstly consider Miss C's comprehensive submissions, which include a number of elements. Miss C explained that she'd complained to Aviva in May 2023 to try to

get it to take her concerns seriously and to progress the claim, however she said that the investigation was a farce and Aviva got numerous facts wrong. Her current complaint related to subsequent issues, although some of the points raised evolved from earlier issues.

Firstly, Miss C considered that there had been a lack of thoroughness and communication by Aviva at the outset. She'd informed Aviva's surveyor about exceptional condensation and mould throughout the house, however she felt that he'd dismissed her concerns, even though he found high moisture level readings. Miss C said that only after Aviva's drying contractor felt 'give' in floorboards that her concerns were taken seriously. She felt that if Aviva had listened, remedial works and drying would have commenced sooner. She felt that she was still living with the consequences of Aviva's earlier inactions.

Miss C also felt she'd had to battle with Aviva to get its agreement for her to move out for the duration of the reinstatement works. For example, she said that Aviva had advised that she would need to use a portable bathroom in her garden while the works were done, which could take 2 to 3 months, and she declined as this was not appropriate. She said that Aviva eventually agreed that she could move to temporary accommodation (which was sourced by Miss C) during the course of the works. When she returned home, the property wasn't fully reinstated.

Miss C said that Aviva had incorrectly stated that there was an underlying issue with rising damp at her home. She'd had a damp specialist survey carried out in January 2024 which supported her view that this wasn't the case. He reported that the moisture levels were lower and returning to normal. She said there was no sign of mould re- regrowth in the redecorated areas despite torrential rain that had occurred throughout the winter and spring. As to drying equipment, Aviva had only placed equipment in limited areas and only for comparatively short periods. She said she'd asked for a hard copy of the drying certificate and despite numerous promises, hadn't received them. It was her belief that Aviva didn't adequately dry out the fabric of her home.

Miss C then referred to various items of the remedial work which had been carried out by Aviva. As to the flooring laid in the bathroom and hall, Miss C had obtained a report from flooring experts who commented on the poor quality of the workmanship. She said that when Aviva removed the damp floorboards, it put replacement boards down almost straight away, so she felt there was no time for the joists or remaining boards to dry out. Also, she said that two of Aviva's experts told her that at least some of the joists would need to be replaced, although a joiner who attended in July 23 said he didn't think this was the case.

I now turn to the kitchen flooring. Miss C said that hardboard had been laid before the damp specialist had an opportunity to inspect the boards and joists, so none of the joists were checked by a damp specialist, nor were they replaced, sprayed, or otherwise treated. Miss C also said that the vinyl certainly hadn't been laid to an acceptable standard. She described several flaws, including vinyl that had been stuck together with '*white sealant-type stuff*' and where it had been incorrectly and roughly cut and pushed together. She supplied photographs which she felt supported her submission. She said it looked like a badly put together jigsaw puzzle and that two agents had agreed that it was poorly laid in a meeting in December 2023. It also wasn't laid under moveable appliances as previously and had been roughly pushed under these appliances.

Miss C also complained that paint splatters and marks had been left on worktops. She said that Aviva's contractor started painting the kitchen and then stopped work after a salt test indicated damp. She said that she'd seen one of the contractors on a ladder, paintbrush in hand, and it was therefore utter rubbish to say that Aviva wasn't responsible, or indeed that she'd appointed someone to paint the area around the kitchen window. She said that a great deal more than touching up the paintwork would be required following Aviva's input.

Miss C then said she'd not had use of a washing machine at her home for a year. This had meant relying on others, and then weekly visits to a launderette which was inconvenient and added to her expenses. She also said that Aviva had moved the machine to at least three different locations in the home and had refused to test it to ensure it was not damaged during its many moves. She said she would probably have to buy a new one, *'as there is a possibility it has been damaged and I do not want to risk a leak.'* She also said that Aviva hadn't put a part back and thought it needed to be installed and balanced properly which Aviva wouldn't do. She later stated that all she'd asked is to run the initial cycle in the presence of Aviva's contractor, so that if there was a problem with leakage, they would be there to witness it. She wanted a qualified plumber to check it.

Miss C felt that Aviva had damaged a wardrobe and light fitting while she'd been in temporary accommodation. She supplied photographs which she said supported her complaint in respect of the light fitting. She thought this happened whilst contractors were moving things like the shower cubicle and doors to store. She said it was working before she left for the temporary accommodation. When she returned and tried to switch the light on, it didn't work, and some of the bulbs and shades were skewed to one side. She said Aviva sent, and covered the cost of, an electrician who said that two of the three bulbs and shades were not in the right position/screwed in properly. He adjusted them and the light fitment then worked. Miss C was unhappy that the contractors denied causing the damage.

Turning to the cash settlement of just under £1,170 paid by Aviva into Miss C's bank account, Miss C thought it was a *'ridiculously low amount for the works still outstanding.'* After 10 months, Aviva had decided it wasn't going to do any further work to reinstate the property, as some of the walls were still damp. Miss C said she'd refused the cash settlement in a heated meeting in December 2023. She said that there were still substantial works that needed to be done, particularly in the kitchen, to reinstate the property to its pre-leak condition, *'and to remedy works badly done by their contractors.'* Miss C totally refuted that she'd verbally agreed to the cash settlement, and she said that an e-mail from Aviva following the meeting made it clear that she hadn't done so. Miss C said that Aviva took it upon itself to pay the cash settlement into her bank account. As Miss C no longer had any faith or trust in Aviva, she wanted Aviva to pay a substantially enhanced cash settlement so that she could try to get contractors in who would deal with all outstanding issues.

Finally, as to Aviva's treatment of Miss C, she said that the attitude of Aviva and its contractors had been *'appalling throughout and caused me considerable distress'* and that life had been like a *'living nightmare'*. She stated, *'Throughout this claim there has been a lack of respect for me or my property. Aviva have not fulfilled their obligations to me and their contractors have certainly not used reasonable care and skill in the works they have carried out.'* She said that every step of the way had been a constant battle with Aviva, and it seemed to dismiss everything she said and never challenged its contractors. She found the experience frustrating, upsetting and had made her *'feel ill both mentally and physically.'* Miss C felt that she'd evidenced *'the attitudes, prevarication, lack of communication, lengthy delays, lack of respect and poor service from Aviva that I endured for over 10 months.'* In summary, Miss C felt that it was a struggle trying to get responses, action or any sort of clarity from Aviva. She said that Aviva had made ridiculous assertions and denials and gave an example of denying receipt of the refund of money that she'd paid Aviva by bank transfer, only to finally admit they'd received it when her bank said they would put a trace on the payment. This involved considerable additional unnecessary input by Miss C.

I now turn to Aviva's submissions regarding Miss C's complaint. It considered that it had already investigated some of the issues now being raised by Miss C in early 2023, and that it had provided its final response in that respect in May 2023.

Aviva considered that there was an inherent problem at the property, and it referenced rising damp. It considered that the problem had been going on for many years and so there were major problems with the floorboards. However, it did eventually replace a large number of floorboards. It had originally stated that this aspect might not be covered. In the circumstances, it said that it couldn't assist or contribute toward this; *'as rising damp is specifically excluded from your policy cover.'* It had also advised Miss C of the possibility of future issues in gaining insurance cover as a result. In October 2023, it arranged for salt and damp testing to be carried out and the report produced in this respect indicated rising damp.

As to issues which Miss C considered to be outstanding, Aviva said that its agent had since been to the property three times with a checklist on each occasion, with all entries ticked off as complete. It said that there wasn't anything that it could do further. It said that insurers would put customers back in the position they were in prior to making a claim and it considered that it had done so in this case.

Aviva made the following specific comments regarding the various individual elements. It considered that it had done what was necessary in relation to the bathroom and hall as well as bedrooms and had provided carpet where it didn't strictly speaking need to have done. For the bathroom and hall flooring, Aviva said that it attended to adjust the borders as per the customer's wishes, however she was now happy with the way that it had originally installed her new floor. Instead, she asked if it would apply a sealant around the perimeter of the hallway and bathroom which Aviva was happy to do. As to the replacement kitchen floor, Aviva was satisfied with the appearance of the vinyl fitting.

Regarding paint on worktops, the contractors categorically denied that they were at fault. They'd left paint with Miss C for any touching up, as, and when required. However, the contractors said they were more than happy to attempt to remove the marks. Aviva said that whilst the policy provided cover for damage resulting from the insured peril, only the damaged area would be repainted, however, it had nevertheless agreed to repaint the whole kitchen.

As to the washing machine, it said that this was never broken, or damaged Aviva had appreciated that Miss C was having issues doing washing and was reliant on other people. To alleviate this problem, it had offered to arrange for the machine to be set up in a different position to assist with the problem moving forward. As to balancing the machine, the contractors said that they were happy to adjust the machine's feet so that it was level. As to the support clip, it said that there wasn't a need for it to be fitted as the machine was connected directly to the wastepipe.

Aviva said it couldn't do anything further in respect of the cash settlement and considered it had gone over and above what it should have done on the claim and the settlement couldn't be extended any further. It said the reason why it partially cash settled the claim was because of the on-going damp issues. In the circumstances, re-decoration of the property remained outstanding. It considered the cash settlement to be reasonable as it was based on its standard rates and included an uplift.

I now provide my reasons for reaching this final decision not to uphold the complaint. I appreciate that the discovery of an underfloor leak will have come as a shock for Miss C, as will the news that the leak had probably been going on continuously for some two years. Nevertheless, despite the likelihood that damage to the property had been caused gradually (which would often lead insurers) to decline a claim, Aviva did accept the claim, presumably as it acknowledged that at least some damage had been caused by a hidden leak, which couldn't reasonably have been discovered and mitigated by Miss C any earlier.

I also appreciate the inevitable stress and inconvenience that occurs following such an incident. The project management involved in reinstatement of a damaged property is

inherently complex and time-consuming, particularly where hidden leaks have caused widespread damage. Dealing with insurers, and several different agents and contractors on a daily basis can be stressful. It will also take time and precise co-ordination to ensure that agents and contractors are in place within reasonable time scales. A great deal of disruption is also inherent during the drying out of a property following a long-standing escape of water. Finally, having to move to temporary accommodation during works can itself be stressful.

Once an insurer validates and decides to process a claim, however, it's expected that the insurer will then proceed with due diligence and reasonable speed. What I must therefore consider is the extent to which the insurer and its contractors caused unnecessary delays and inconvenience or arranged work which wasn't up to a satisfactory standard or provided a service which was unfair and unreasonable. In this case, as I've stated above, I can understand that over a period of 18 months, Miss C has become extremely frustrated. It's clear that the relationship between the customer and contractors has suffered, and Miss C says that she no longer has any trust that Aviva will complete any outstanding works to the standard which she expects. She has therefore made it clear that what she is now seeking is an enhanced cash settlement in order that she may re-decorate where necessary and remedy items which she considers to be below an acceptable standard.

Miss C has provided a helpful chronology of events from the early stages of the project. I can't say from this chronology that there had been significant delays, lack of progress, or poor communication up until June 2023 (apart from an unfortunate missed appointment). The chronology ceased in August 2023 as Miss C said she was *'mentally and physically exhausted.'* From June, I can see that Miss C felt that she had to chase Aviva a number of times, as she understandably wished to be kept in the loop. I consider that Aviva could have done more to adequately share the project plan and keep Miss C updated on a regular basis from this point onwards and relations then clearly became increasingly strained between the parties. Nevertheless, I don't consider that this merits a payment of compensation for distress and inconvenience, as the chronology does show reasonable progress bearing in mind the involved nature of the project, and attempts to provide some assurance to Miss C.

As to the initial expectation that Miss C could remain in her property while works progressed, I agree that this was clearly inappropriate, however Aviva ultimately accepted that temporary accommodation was necessary. Whilst I recognise that the negotiations regarding the need for alternative accommodation may have been made unnecessarily stressful, I can't say that Aviva ultimately acted in an unfair or unreasonable manner in agreeing to fund alternative accommodation. Some policy holder also wish to remain in the home to supervise all works.

As to any on-going damp issues, I find the report provided by Miss C's damp specialist in January 2024 to be authoritative in this matter. This made it clear that moisture levels had returned to normal by January 2024. Whilst Aviva's damp and salt test report conducted in October 2023 indicated ground water rising up, I consider that it was likely that the property was still drying out at that stage, and this wasn't caused by rising damp. The specialist noted other factors such as an issue with guttering and external ground levels, however there was no evidence of rising damp by January. Nevertheless, based on the October report, I can't say that Aviva's view at that stage was unfair or unreasonable, and the fact that moisture levels in the property had returned to normal, will be welcome news for all parties. I therefore don't expect Aviva to do anything else in this regard. I do appreciate however that Aviva's initial advice about possible lack of future cover may have caused Miss C unnecessary alarm and concern.

For completeness, I've also considered the numerous individual items about which Miss C has complained. I appreciate that Aviva had accepted this claim, despite the fact that gradual damage might otherwise have been excluded under the policy had it not been reasonably discoverable by the policy holder. I also appreciate that it had spent a very large

sum of money (over £37,000) to reinstate Miss C's property, and it considered that it had provided more than it was contractually required in some instances. Nevertheless, it's expected that reinstatement, when conducted following a successful insurance claim, should be carried out professionally and with due diligence to bring the elements damaged by an insured event back to the state they were in prior to the incident.

I therefore turn to the various items of the remedial work which had been carried out by Aviva. Regarding the bathroom and hall, whilst Miss C queried whether joists should have been replaced and whether floorboards were replaced too quickly, unfortunately there is no available expert evidence from either party to substantiate this. Whilst Miss C produced evidence of a flooring expert which noted that the work wasn't to its expected standard, Miss C now appears to have accepted the replaced flooring in its current state and configuration. I therefore don't make a finding that Aviva has acted in an unfair or unreasonable manner in this respect.

As to kitchen flooring, again, there is unfortunately no available expert evidence from either party to substantiate that there is any remaining issue with the joists, and I don't require Aviva to do anything else in this respect, and Miss C's evidence indicates that the property has indeed dried out. As for the vinyl floor covering that was laid, the photographic evidence isn't sufficiently clear to demonstrate that the floor covering isn't fit for purpose, or poorly laid. I appreciate that Miss C considers that it was roughly cut and that it didn't exactly replicate the existing vinyl which she said had been previously laid under her kitchen appliances. I also have no reason to disbelieve her evidence that the vinyl wasn't damaged during installation of a new cooker. However, as I can't say that the flooring is poor or unfit for purpose, I can't say that Aviva has acted in an unreasonable manner regarding this element.

As to the kitchen surfaces, there's no clear evidence to show how any paint splatters occurred in the kitchen. However, I note that in any event, Aviva agreed to try to remove these as a goodwill gesture. I consider that this was an entirely reasonable offer in the circumstances.

As to the washing machine, the disruption must have been extremely difficult for Miss C, and I appreciate that she had to rely on others to assist during this difficult period, and also to use a local launderette when she didn't have access to a machine at her alternative accommodation. Whilst I have sympathy with Miss C's predicament, I consider that the difficulties were due to the incident itself, and not as a result of Aviva's actions. It's inevitable that the machine would have to be moved during the necessary remedial works, and I consider that Aviva did try to assist when Miss C wished to have it re-installed. Apart from a minor issue relating to a missing support, I can't say that Aviva have acted in an unfair or unreasonable manner in this regard, and I certainly wouldn't expect it to pay for a new washing machine where there is no evidence to suggest that the existing one hasn't been damaged by Aviva.

As to the wardrobe, I'm satisfied that Aviva's photographs show that, on the balance of probabilities, the damage pre-dated its involvement. As to the light fitting, the parties don't agree as to the cause of this damage. Nevertheless, I see that Aviva did arrange to have it fixed. Whilst I appreciate that this may have added to the annoyance felt by Miss C, this doesn't merit a compensatory award, even if the issue had been caused by Aviva.

Regarding the settlement offer of just under £1,170, I note that the meeting at which Miss C was alleged to have accepted the amount in full and final settlement, had become very heated. I also note that Miss C didn't consider that she needed to respond to Aviva's follow-up e-mail, as she felt she'd made it clear that she hadn't accepted the sum. On the balance of probabilities, I'm persuaded that Miss C didn't accept the amount or, at least, didn't intend

to do so. As such, the question for me to determine is whether, notwithstanding Miss C's rejection of the settlement, the amount was fair and reasonable.

I don't agree with Miss C that this was a ludicrously low offer, and I also consider that by this stage, a cash settlement was an appropriate and reasonable way forward to allow Miss C to complete decoration works in the manner which she saw fit. The policy allows the insurer to settle a claim by repairing, rebuilding, providing an equivalent replacement or making a payment at its usual rates as it sees fit. Miss C considers that Aviva would have access to cheaper rates than she would be able to achieve. However, Miss C hasn't produced quotes to illustrate this point. In the circumstances, I've considered the scope of works and pricings provided by Aviva, and in all the circumstances, I consider that the settlement offered was for a fair and reasonable amount.

Finally, I'm persuaded by Miss C's account, that there were some instances when Aviva's communication wasn't as it should have been, including the example given about its denial that Miss C had refunded money to it, and also failure to promptly respond to some of her calls to chase the matter. I appreciate that a reinstatement project of this nature can take its toll, and I also sympathise with Miss C, as she felt that she had to repeatedly pursue Aviva throughout to get action and updates.

In conclusion, whilst I appreciate that there had been communication issues, particularly from June 2023 onwards, I can't say that the breakdown in communication was solely down to Aviva. I also haven't found that the handling of the project has been incompetent, or that the standard of work has been poor, or indeed that there is evidence of agents acting in a high-handed or arrogant manner towards Miss C. I know that this final decision will come as a great disappointment to Miss C as she feels so strongly that she has been let down throughout the project. I don't consider that this is the case, however. I hope that the final decision will nevertheless provide some closure for Miss C and allow her to finally complete the re-decoration of her home.

My final decision

For the reasons given above, I don't uphold Miss C's complaint and I don't require Aviva Insurance Limited to do any more in response to her complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 2 November 2024.

Claire Jones
Ombudsman