

The complaint

The trustees of a trust that I will refer to as T, complain about the handling and settlement of T's commercial buildings insurance claim by Aviva Insurance Limited.

What happened

The following is intended only as a brief summary of events. Additionally, whilst a number of other individuals have acted on behalf of T and Aviva, I have largely only referred to them as they are the parties to the complaint. However, whilst I have tried to keep the following simple, it has been necessary to refer to a number of other individuals.

It is useful to state that T is represented by Mrs M, who is related to one of the trustees and who is also leaseholder of a flat within the premises. The trustee also resides in this flat. I'll refer to this trustee as Mrs B.

Mrs M has her own contents insurance policy, which is also underwritten by Aviva. Due to the circumstances, there is significant overlap in some of the events between the actions taken under the contents policy and those under the buildings policy. However, although Aviva underwrites both, these are separate policies with different policyholders. This decision focusses on the actions under the buildings policy and on the impact on T.

As well as the flat, the building also includes a commercial unit which operated as a restaurant. A third-party commercial tenant operated this restaurant. The freehold of the whole building is owned by the trust. And the trust had a property owners insurance policy, underwritten by Aviva, to insure the building.

In August 2021, a fire started within the commercial unit and caused extensive damage to this unit and the flat above. Mrs M, along with Mrs B and the rest of her family, had to be evacuated by the fire department and were unable to return to the premises. Neither could the commercial tenant continue to operate the restaurant.

Claims were made under both the buildings and the contents policies. As I have said, this complaint is focussed on the buildings policy, but the actions under the contents policy do form part of the relevant background.

Mrs M, and her family, had some difficulties in finding suitable alternative accommodation due to their personal needs. The arrangements for this were largely being made via the contents policy, but this only provided a limited amount of cover. So, agreement had to be given under the buildings policy to go over this amount – something required to secure long-term accommodation.

Mrs M has raised concerns about the securing of the property after the event. It was left to her to arrange for the easing/closing of swollen windows or for these to be boarded up. And has said additional measure should have been taken at the time in respect of other windows.

Mrs M appointed a surveyor to obtain tenders for the repairs. Aviva's loss adjuster provided a list of potential surveyors, and one of these was the one instructed. When proving this list,

the loss adjuster stated:

“...I believe you are to consider appointing a Building Surveyor to draw up a specification of repair and project manage the works for you...

This is not intended as a recommendation but merely to provide you with names of surveyors who may be able to assist. You can of course approach another firm of your own choosing.”

Some tenders were provided, but only a limited number and costs were disputed. Further work was then carried out by the surveyor before a contractor was instructed.

The property was then unfortunately infested with rats, which caused additional damage and delayed the time when repair work could commence.

After a final strip-out, repair works began in late September 2022. The intention was to focus the works on repairing the commercial premises and then to complete the repair to the residential flat above. Unfortunately, additional issues at the premises were then discovered. These included:

- Damage to walls and ceiling caused by the commercial tenant
- Damage to the kitchen floor
- Corrosion of the steels supporting the kitchen floor
- Damage to timbers, window frames and brickwork in the flat
- Replacement of radiators and boilers
- Damage to the intercom
- Leaking through the flat-roof
- Theft of a commercial fridge freezer
- Broken window in the commercial premises.

Some of these elements were covered by Aviva under the buildings claim (or under the contents claim). However, some were either not covered or were considered to be separate claim events. I have gone into more detail on these points below.

T/Mrs M also wanted to carry out substantial works of their own on the property. It was agreed that, although these would be funded privately, they would be incorporated into the scheme of works.

Whether or not the works required to address the above were covered under the buildings claim, they added to the repair time. Aviva agreed to fund the alternative accommodation until mid-2023, and Mrs M and her family were able to move back in shortly afterwards. However, Aviva only agreed to cover the loss of rent relating to the commercial unit until early-2023. Works in repairing this commercial unit continued until early 2024.

Mrs M, on behalf of T, raised a complaint. And in March 2023, Aviva issued its final response to this complaint. This focussed on the initial actions (relating to the securing of the property and alternative accommodation), what was covered under the claim, and the delays that had arisen.

Essentially, Aviva did not consider it had acted inappropriately at the start of the claim, and that it had agreed to cover all the elements of damage that were caused by the fire (and that other elements were covered under the contents policy). Aviva did acknowledge that, in its

capacity as buildings insurer, it had caused some delays in the claim process. Aviva apologised for this and offered T compensation. The amount offered was £550, though this included £200 for issues Aviva had seemingly caused in its capacity as contents insurer.

T was not satisfied with this. They did not consider the compensation offered reflected the impact of Aviva's handling of the claim. And they maintained that the initial actions were not appropriate, and that the elements of damage Aviva had not covered were as a result of the fire – either directly or indirectly. So, T brought the complaint to the Financial Ombudsman Service.

Our Investigator did not uphold the complaint though. He felt that Aviva had reached an appropriate decision when declining the relevant areas of damage under this claim. And that whilst there had been delays, overall Aviva had responded to these appropriately.

As T remained unsatisfied, their complaint has been passed to me for a decision.

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 am not upholding this complaint. I'll explain why.

As I have said, the above is intended only as a brief summary of the events. The issues span a period of over two years, albeit technically speaking I am limited to looking into the events only up to the point of Aviva's final response. Multiple issues have been raised, both in terms of the timeline of events and in the cover Aviva has provided in response to the claim. I have considered all of the submissions made, but I have focussed this decision on what I consider to be the key points.

The first thing I would like to say is that I am very sorry to hear about the impact of this whole situation on Mrs B, Mrs M and the rest of their family. Having to experience a fire in the way they did would have been traumatic enough on its own. But then having to endure many months of living in alternate accommodation, particularly with the family's specific needs, would have added considerably to this. And I am sorry to read about the impact on their health.

However, this complaint has been brought by T and the trustees of T (acting in their capacity as trustees). It is a complaint about Aviva's response to the buildings insurance claim. T essentially acts as a commercial landlord for a premises comprised of two properties. I note that one of the trustees is an occupant of one of these properties, but they do not do so in their capacity as trustee. I am limited in terms of this complaint to looking at the actions of Aviva as buildings insurer – rather than in its capacity as contents insurer – and at how these actions impacted the trust and the trustees, in their capacity as trustees rather than occupants of the property. It is important to bear in mind these limitations on what I can take into account.

Alternative Accommodation arrangements

The fact that I am looking at the impact on T and the trustees is of particular note when considering the situation around the alternative accommodation. Under the contents policy, Aviva had some responsibility for sourcing and arranging alternative accommodation for its policyholder (Mrs M) and her family. This responsibility did not exist in the same way in respect of the buildings policy and the holders of that policy.

As it is, effectively, a landlord's policy, the cover provided here was purely financial. Essentially, in a normal commercial circumstance, it would be for either the tenant (potentially via their contents policy insurer) or the landlord to arrange alternative accommodation. The tenant would then either not pay the landlord the normal rent on the damaged property (and so the landlord could claim for loss of rent), or the landlord would cover the cost of the alternate accommodation (and so claim for this).

I do need to bear in mind that, in the current circumstances, the landlord is not really a commercial entity. However, the rest of the circumstances also need to be considered.

In T's case, the contents insurer had taken the lead role in arranging alternative accommodation. I do appreciate that both the contents and buildings insurance are provided by Aviva. But many of the actions they took in relation to these claims were done so independently, by instructing different agents to take the relevant action, and were carried out to address the specific requirements of the different policies.

Aviva, in its contents insurance capacity, instructed an agent to arrange alternative accommodation. As the cover for this under the contents policy was capped at £10,000, Aviva (in its buildings insurer capacity) merely needed to confirm that it was willing to meet any costs in excess of this.

Having seen the emails exchanged between Aviva's contents agent and Aviva's buildings agent, as well as Aviva's notes on the contents claim timeline, it seems that this issue was raised on 11 August 2021. Aviva's contents agent noted that alternative accommodation at a cost in the region of £2,000 per month, for a period potentially nine months, would likely be required. The agent asked Aviva to provide instruction on liability.

On 13 August, the contents agent contacted the buildings agent to discuss the situation regarding the financial limitation through the contents policy. The buildings agent apparently said that the contents agent should continue to take the lead until the buildings liability had been confirmed. This confirmation was seemingly provided on 25 August.

It will have inevitably taken Aviva a little while to confirm it was willing to accept liability for the fire claim. And generally speaking, a period of around three weeks from the event to this confirmation is not unusual or unreasonable. But by mid-August, it appears that Aviva had been provided with reports from its agents on the extent and cause of the damage. And it also does not appear that anything significant changed in this respect over the next two weeks. So, I do think that – in the circumstances of this particular case – liability could have been confirmed slightly earlier.

It seems there was then some discussion around the buildings agent approving the specific accommodation that had been identified. And this may have caused an additional short delay at the start of September. It is possible that the issues here, and with the period from around the third week of August 2021, could have at least been reduced.

I also think that, with the benefit of hindsight, a more co-ordinated approach from Aviva in relation to its actions under the contents and buildings policies would have been preferable. Whilst these were separate policies, with different policyholders, there was significant overlap and this ought to have been foreseeable.

However, whilst I do think Aviva could have done a better job here and could have minimised the delays experienced, the impact here is largely on Mrs M and her family, rather than on T and its trustees. Whilst Mrs M and her family have my sympathies here, they were not the customer of Aviva in relation to this buildings policy – which is what I am currently considering. Again, I do recognise Mrs B's position in this situation though. But the impact on

her here is largely in relation to her personal position, rather than as her role as trustee.

Securing the property

I cannot know what was discussed verbally between Mrs M and the loss adjuster in regard to the windows. But an email sent by the loss adjuster at the time did refer to the closing/boarding of windows “such as in the first floor front elevation”. This seems to suggest that, whilst it was evidently necessary for these “first floor front elevation” windows to be secured, it may also have been necessary for other windows to be secured.

The loss adjuster seemingly expected Mrs M, on behalf of the trust, to determine which windows required securing. I will comment on whether this in itself was appropriate below, but the point here is that it does not appear Aviva was agreeing only to these lower windows to be secured. And that, if Mrs M considered other windows needed securing, this ought to have been arranged.

Whether it was reasonable for Aviva to expect Mrs M to make this assessment is a slightly different question. Again, it is worthwhile pointing out that the policy is a commercial one. In most situations, it is likely to be reasonable for an insurer to have a higher expectation on a commercial landlord – or its agent – to take certain action. However, the specific circumstances of this claim also ought to have been taken into account.

Again though, whilst there are strong arguments that, in the circumstances, it might have been more appropriate for Aviva or its agents to take this action, the impact directly on T seems to have been fairly minimal.

It has been suggested that the failure to secure/close some of the higher windows allowed an ingress of both pests and water. However, the pest infestation and problems resulting from this appears to largely be from rats – though I do note the reference to at least one pigeon. And I don't think securing windows would have prevented rats entering the property.

I will return to whether any water that then entered the property caused additional damage. But here I would say that the actions taken later left these windows at least partially open. They were covered with netting, rather than boarding. And it seems that this decision was made to actually reduce the moisture levels in the property, and this was a decision that T's agent made. So, whilst these actions might have been taken earlier, I am not persuaded that this would have significantly altered the ultimate circumstances.

It was Mrs M and her husband who appear to have been most impacted by the requirement to take this action. They needed to make the assessment, try to identify a suitable contractor, and then to board the windows themselves when one was not available. However, once again, I need to stress that I am considering the impact on T, rather than on Mrs M and her husband. They are not parties to the buildings insurance contract and they are not the complainants in this case. So, whilst I do appreciate they were inconvenienced by this work – at a time when they were already dealing with a difficult situation, to say the least – I am unable to directly consider this impact as part of this complaint.

Items of damage

There are a number of different issues and areas of damage that T claimed for, but that Aviva did not agree to meet under the claim. I'll deal with these in turn.

The first issue concerns the kitchen floor in the commercial unit. Once the fridge-freezer in this location was removed, it became evident that the floor here was damaged as a result of water. T considers that this was caused by the water used to put the fire out. However, Aviva

consider the decay to be long term.

I am not an expert in building repairs. However, the photos provided of the flooring in this area show a level of damage and deterioration to the timber joists that I do not consider would have been achieved in the period since the fire. Whilst the exact cause of this damage is not clear, I am persuaded that Aviva acted reasonably when determining it was not as a result of the fire – including the efforts in extinguishing this.

The second issue relates to the steelwork in the basement of the commercial unit. Similar to the above, the photos I have seen show a level of corrosion that I do not consider would have been achieved in the period since the fire. I do note that there are some questions about why this had not been identified earlier – as this location is apparently accessible. But this does not change the fact that I consider Aviva acted reasonably in excluding this element of damage from this claim.

It does seem that a window in the commercial unit was broken at some point after the fire. It is not clear how this could be directly connected to the fire claim though. If this window was damaged accidentally, either by the contractors T employed or by a third party, it might be possible for T to claim for this under the policy (albeit there is a question over whether this might fall under the responsibility of the commercial tenant and their own insurance). But this broken window does not seem to have resulted directly from the fire. So would not form part of this claim.

Similarly, it is difficult to see that the theft of the fridge-freezer is something that falls under this claim. That the theft occurred at a time when repairs on the damage caused by the fire were about to commence, does not mean the theft was as a result of the fire. The fact there had been a fire, and so the property was less secure/not fully occupied, might mean the theft was made easier. But this does not make the theft a consequence of the fire.

However, even if this theft does fall within the scope of this claim, it would be necessary for T to evidence that this is a loss of its property. This is the position Aviva has taken, and this appears reasonable. In order to claim for a loss, the claimant must have suffered that loss.

It seems this fridge-freezer was installed by the tenant. And whilst I note T's reference to the lease agreement with this tenant meaning this fridge-freezer became its property, it is not clear to me that the lease operates in this way. It is not for me to determine this point. But my own comments would be that the term T has referred to essentially says the tenant will not make any alterations and will remove any temporary installations. It does not appear to say, as has been suggested, that where a tenant replaces a fixture owned by the landlord, the new fixture transfers in ownership to the landlord.

There appears to be some dispute over whether the intercom system was damaged as a result of the fire. T has said that the fire department severed all the wiring in the property, and that the intercom was not working after this. However, it appears that T's surveyor did not consider there to have been any damage resulting from the fire. And in the absence of further evidence that the assessments of both Aviva's agents and T's agents were incorrect, I am unable to conclude Aviva acted unreasonably in not covering the cost of this repair.

As well as the issues caused by the infestation that Aviva agreed to cover, there were a number of issues in the residential flat that Aviva did not consider to have been caused by the fire. Largely, these related to deterioration of plasterwork, brickwork, certain timbers and window frames. Additionally, T has said that the flat roof above one section of the residential flat started to leak during the period the building was awaiting repair, and it considers Aviva should be responsible for repairing this also.

It should be noted that the flat suffered an ingress of water a year prior to the current claim. However, the location of this does appear to be separate from the current issues. It is possible that this previous issue caused an increase in moisture levels throughout the flat that contributed to some of the deterioration. But there is limited evidence of this. And, frankly, it isn't necessary for me to consider this point further in terms of the current complaint.

The current complaint is effectively whether these issues should be covered under the claim resulting from the fire. Whilst the fire was likely extinguished using water, it seems that this usage was to the lower floors rather than the upper floors to which this part of the dispute relates. So, it does not appear the fire or the act of putting this out directly caused the issues.

T has said that the issues with ingress of water through the flat roof did not appear until many months after the fire. It has essentially said that the property at this time was in the care of Aviva and that Aviva ought to have maintained the roof to stop it deteriorating. However, whilst I note the growth of plants – and the potential that these damaged the membrane of the roof – I am not overly persuaded that the issues here developed in the period after the fire. I will return to this below.

But I will first say that, even if these issues did develop in this period, it is not reasonable to say that the property was in the care of the insurer for this period or that it was Aviva's responsibility to clear away plant growth/maintain the building. This responsibility remained with T and/or its own agents. Due to dealing with the infestation, there was a short period where access to the property was prevented. But otherwise, it seems that it was fully accessible. And maintenance of the property ought to have continued.

Returning to the reason I am doubtful the issues with the roof developed solely over the period after the fire, I say this because the interior damage that is being claimed for appears to have been caused by long term gradual deterioration. And it would seem likely to me, given the location of much of this damage, that a significant cause of this would have been long term water ingress through (or around) the flat roof or via the external walls.

For example, photos of the lintel over the window in the bedroom show significant signs of decay. Again, whilst I am not an expert, it seems evident that this would only occur over a period of some time.

Water also appears to have entered the fabric of this room via the rear wall. Again, photos of this area show wet brickwork near the location of what is described, and appears to be, a large cracks/gaps in the brickwork. Aviva has noted that the location of this is where the rainwater outlet is located on the exterior wall.

I do appreciate that the fabric of the interior may have deteriorated over the course of the claim period. T has referred to having hung fittings on the walls, so the plaster would have been in good condition. Yet this had significantly deteriorated over the course of the claim. I do not doubt this sequence of events. However, this does not demonstrate that the claim event (i.e. the fire) is linked to this deterioration. And certainly, it does not show that it was the proximate cause of this deterioration.

Having windows that were not entirely secured/closed may have allowed water to enter the property. Conversely, the "airing" this enabled also probably assisted in reducing any moisture in the property. And whilst I have commented above on whether Aviva could have provided more assistance with securing the property, it seems that the actions in relation to these windows were taken by T and/or its agents. So, I am unable to say that Aviva should be responsible for any issues that arose here – if indeed they did arise from this.

I do note T has said that the flat had been recently redecorated in part. It isn't clear how extensive this redecoration was. Or whether these works included repair in addition to cosmetic matters.

T has provided some evidence of paint being purchased. And I can see, from images T has provided, that window frames do appear to be newly painted around the time the fire took place. However, previous images of these frames do show areas of what appear to be damage. The extent of this damage at the time of these earlier photos, taken in 2020, isn't clear. However, these areas of damage do correspond with areas of damage that appear in images taken some time after the fire, that T is arguing demonstrate a deterioration in these frames as a result of the fire and related events. The fact that the issues of deterioration appear to have occurred in the same location on the window frames as it appears to have previously existed, suggests that the frames were merely painted over and that underlying issues of deterioration had not been addressed in 2020 to 2021.

I appreciate there may have been some sustained exposure to the elements in the period after the fire, and that this likely had an adverse effect on the cosmetic appearance of the window frames. I also note T's comments over the potential adverse impact of soot on these items. On this latter point though, I agree with Aviva that if the presence of soot was an issue, then there was a responsibility on T or its agents to have cleaned this at an earlier stage.

Additionally, the issues with the more substantial fabric of the frames, i.e. the woodwork, appears to be a gradual deterioration, which has taken place over a number of years. Aviva has referenced the fact there have been historic water ingress issues and that the fabric of the walls demonstrates a level of dampness, which could be the cause of this gradual deterioration. And that these are not issues that relate to the fire. Given the deterioration of the fabric of these frames, they would have required replacement or repair. And so, their cosmetic appearance would not be overly relevant – the repair/replacement would have necessitated redecoration anyway.

Ultimately, taking everything into account, I am not persuaded by the evidence I have that Aviva acted inappropriately in determining the deterioration of the windows to fall under the claim for fire damage.

Delays/claim handling

I will deal with the issue over the progression of the claim by considering it in two parts; the period prior to the start of the repair works, and that from this point on. Again, I will point out that I am technically only able to consider the second of these up to the point of Aviva's final decision.

Repair works did not commence until over a year after the fire. On the face of it, this is far longer than would be expected. However, in terms of this complaint it is necessary for me to consider how much of this was an avoidable delay as a result of the actions of Aviva (or its agents) when acting in its capacity as buildings insurer. Largely speaking, Aviva is not responsible under this complaint for the actions of T or its agents, or for the actions of the agents of the contents insurer.

The fact that the party responsible for the actions of the agents of the contents insurer is Aviva in this case does not alter this. T is not a customer of Aviva in its capacity as contents insurer, so I am unable to consider the impact on T from the actions of Aviva (or its agents) in this capacity. This includes the issues with caused by the infestation of rats into the property. The evidence provided all seems to agree that this was caused by contents, including food, not being removed from the property by the contents insurer's agent. The

responsibility to remove this food was not something Aviva, as buildings insurer, had in terms of this claim.

Other delays in this part of the process relate to agreeing the scope of works and identifying a contractor willing to complete the works at an acceptable price. It is notable that even Mrs M raised concerns about the initial costs presented by contractors. So, I do not consider it was unreasonable that further action was taken here to secure a cheaper quote. Much of the work actually obtaining these quotes was carried out by T's agent as well. As a result, I am unable to agree that Aviva caused any substantial delays within this period.

It is also difficult to agree that Aviva caused any substantial delays once works commenced. The works were carried out by T's appointed contractor, under the supervision of T's surveyor. Any issues that arose in the performance of these works would not be the responsibility of Aviva. Similarly, it seems that T and/or Mrs M made a number of revisions to the private works being carried out on the premises. T's own surveyor provided evidence to support these changes as being the primary factor in the time taken to complete the works being extended. I appreciate T may consider this surveyor to have been acting to protect his own position. But the evidence I have seen supports there having been numerous changes to the plans for the internal improvements. These would have inevitably caused the timeline for completion of the repairs to substantially increase.

There was a period when it became apparent that the boilers in the property required replacing. There was some dispute over whether this was damage that would be covered by the claim. It seems the issue was identified in early 2023, and T's surveyor informed Aviva that the boilers would need replacing on 9 February 2023. And it was not agreed that Aviva would pay for the full cost of replacing these until 22 March 2023.

The actual reason for the boilers needing to be replaced apparently relates to the issues caused by the contents insurer, rather than directly due to the fire. So, it is perhaps understandable that Aviva, acting as buildings insurer, did not immediately agree to their replacement as part of this claim. However, ultimately, it did so and I think this ought to have happened sooner – especially given Aviva also acts as contents insurer.

T has said that this delay then had a knock on effect, as its plumber was then not available for some time. And so it was not actually until May 2023 that the boilers were installed. T has said that the rest of the works on the property could not continue as they ought to have during this period, and so this extended the period time the property was not inhabitable. I will return to the issue of the length of time the alternative accommodation (and loss of rent) ought to be paid for.

But here I will just say that any issues with the availability of specific contractors does not appear to be something it is reasonable to hold Aviva responsible for. Whilst I appreciate an earlier decision may have allowed this particular plumber to carry out the works before he became unavailable, to my knowledge, the works required were not specialised to the extent that only one plumber could have carried them out. And T had an obligation to mitigate the impact on it. So, whilst the delay caused by Aviva may have meant this particular plumber couldn't carry out the works, I think it would have been reasonable for an alternative to have been used and so the longer term impact caused could have been avoided.

Overall, I do think Aviva could have acted quicker at times to reduce delays in the completion of the works. However, I note some direct compensation has been paid to reflect this, some items have been included in the scope of insured works that might otherwise not have been, and the cover for alternative accommodation/loss of rent was extended for a period (which I will refer back to below). Given the major issues that arose during the planning and repairs were not caused by Aviva, acting in its capacity as buildings insurer, I

do not consider Aviva needs to do more here.

Length of Loss of Rent/Alternative Accommodation

As mentioned above, Aviva covered the loss of rent on the commercial unit until early 2023, and the cost of alternative accommodation for the leaseholder until mid 2023. Neither the commercial unit nor the residential premises were complete by these dates. However, the works required to complete the agreed scope of works for the insured repairs was set at 24 weeks, including a lead in period. The intention was to have completed the commercial unit first, within 12 weeks of works commencing. The repair work started in late September 2022.

So, works on the commercial unit were expected to have been completed by mid-December 2022. The issues discovered in the property delayed these works being carried out. However, the additional works were – in the main – not related to insured damage. In actuality, the work on the residential property was carried out prior to the commercial unit. However, this was also due to these uninsured repairs being required. As these were works required to, essentially, maintain the property, it would not be reasonable to expect Aviva to pay loss of rent for the period these took to be resolved.

Aviva did extend the cover for loss of rent until early 2023. Even taking into account the issues that were then discovered, that Aviva agreed to cover – for example, the boiler, I consider that this would have been enough time for these works to have been completed.

What Aviva could have done was to stop paying loss of rent for the period it took T and its agents to carryout the uninsured repairs, and then for Aviva to restart the loss of rent payments to cover the period which would have been required to complete the insured repairs. These periods were not mutually exclusive though, so this was not possible. And I consider that Aviva providing cover for the period it did was fair and reasonable.

Similarly, the works required to repair the insured damage to the residential property ought to have been completed by early-2023. These were not completed until mid-2023, and I appreciate that the cover for alternative accommodation ceased just prior to this completion. Again though, even taking into account the issues that Aviva was responsible for, I consider that limiting cover to this period was fair and reasonable. Aviva cannot reasonably be expected to provide cover for alternative accommodation for periods when T and/or Mrs M were having uninsured works completed.

I appreciate this outcome is not the one T or its trustees were hoping for. But I hope I have clearly explained why I cannot ask Aviva to do anything more in the circumstances.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask T to accept or reject my decision before 15 October 2024.

Sam Thomas
Ombudsman