

The complaint

Mr D complains Aviva Insurance Limited (Aviva) caused avoidable delays after he made a claim on his home insurance policy and did not settle all the costs he incurred due to the incident.

What happened

Whilst Mr D was working on his garage a roofing sheet blew off and damaged a car which belonged to a third-party who was a family member. He made a claim on his home Insurance policy for the damage to the third-party car.

Aviva initially declined to settle the claim. It said the third-party would need to claim on their own motor insurance policy for the damage caused. After Mr D complained, Aviva re-looked at his claim, changed its stance, and said it would settle the claim for the damage to the third-party's car.

Mr D said he had incurred other personal expenses and that Aviva should settle these. Aviva declined to settle costs other than that of the damage to the third-party car. It paid him £150 for any upset and inconvenience caused because it didn't accept his claim to begin with.

Because Mr D was not happy with Aviva, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and acknowledged Mr D had incurred costs but that these were not costs for damage. They were not persuaded these were costs incurred due to Aviva's handling of the claim. They said Aviva's offer of £150 compensation is proportionate to the inconvenience caused by the delay in progressing his claim, and the upset caused by its initial decision to decline the claim

As Mr D is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

I saw Mr D initially reported the incident to his insurance broker in December 2023. His claim was passed to Aviva, his insurer, on 9 January 2024. Aviva said the third-party claim was one of negligence, with the onus on the third-party, to provide evidence that what occurred was due to Mr D's negligence. On 12 January 2024 Aviva advised if it were found there was extreme weather in the area at the time the damage occurred, it would mean there was no evidence of negligence on Mr D's part and if that were the case it wouldn't cover the claim and it would be a matter for the third-party's car insurance to deal with.

Mr D then provided evidence by way of CCTV footage of the incident, he said this supported his stance that the incident wasn't weather related. On 26 January 2024, after undertaking

further checks Aviva confirmed its decision not to cover his claim. It said the cause of the damage, was extreme weather conditions and therefore this was a matter for the third-party's car insurance to consider.

Towards the end of February 2024 Mr D made Aviva aware he had made a complaint to our service. This instigated Aviva to review the circumstances of the claim and on 7 March 2024 it changed its decision and told Mr D it would cover the claim for the damage to the third-party car. It said there was evidence of negligence by Mr D as he had not sufficiently weighted down the building materials that had moved due to the wind and in turn had caused damage to the third-party car.

In addition to the claim for the damage to the car Mr D said he had incurred personal costs for which he wanted to be reimbursed. Aviva declined to cover any personal costs because they were not caused by the damage and therefore were not covered under the terms of his policy.

I looked at the terms and conditions of Mr D's policy. It says;

"Occupiers', personal and employer's liability"

Your legal liability to pay damages and claimant's costs and expenses for:

- *accidental bodily injury or illness;*
- *accidental loss of or damage to property."*

The damaged that occurred was to that of the car belonging to the third-party, therefore they are the party entitled to claim for damages. Aviva had agreed to pay these costs in early March 2024.

Mr D said it was because of the delays caused by Aviva that he had incurred costs and expenses he wouldn't have otherwise. He said if it had settled his claim in January 2024 there would not have been a problem.

I saw Mr D said he swapped cars with the third-party on 12 January 2024. This was three days after Aviva became aware of the claim. He explained to our service that the costs incurred included costs to take the third-party back to his own address, costs for his time to undertake this, tax, insurance and MOT costs, loan costs, other travel costs and loss of value to the damaged car.

Although I recognise Mr D would want to assist the third-party, I cannot hold Aviva responsible for any costs he incurred due to him making the decision to swap cars because any costs related to this decision aren't costs for the damage caused to the third-party car. In addition personal costs Mr D incurred as the policyholder are not insured losses. The costs he has mentioned to our service are outside of the policy coverage.

It is not disputed that Aviva did cause a delay to the progression of Mr D's claim at the end of January 2024 when it initially made an incorrect decision about this claim. However much of the additional costs Mr D wants Aviva to cover were incurred whilst the claim was still being considered and before there was any avoidable delay, in addition to being outside of the policy coverage.

I understand that this will come as a disappointment to Mr D, but I am persuaded Aviva fairly declined to cover costs other than that of the repair estimate of the car.

In recognition of its failure to make the correct liability decision in January 2024, Aviva apologised and offered Mr D £150 as compensation for any trouble and inconvenience

caused. I think this is a fair and reasonable amount in the circumstances in this case, and it is in line with what our service would recommend.

Therefore, I don't uphold Mr D's complaint and don't require Aviva to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 December 2024.

Sally-Ann Harding
Ombudsman