

The complaint

Mr S and Miss B are unhappy with how Aviva Insurance Limited (Aviva) handled and subsequently declined a claim made under their buildings insurance policy.

Any references to Aviva include their agents.

What happened

In October 2023 the ceiling collapsed in Mr S and Miss B's bedroom. They reported the incident to Aviva who arranged for a loss assessor to carry out an inspection just over three weeks later.

The claim was declined shortly after the loss adjusters' visit. They said the ceiling gradually deteriorated over time and a number of factors had contributed to this, including the effects of a warmer home and additional weight of decorative works. Mr S and Miss B were unhappy with this and arranged for an independent surveyor to carry out an inspection to the damage.

Their surveyor said Mr S and Miss B had a lath and plaster ceiling, and this type of ceiling had been known to collapse when wet, even years later. There had been a leak to the roof which impacted the same area of the ceiling two years beforehand and the surveyor said their view was the earlier leak was the proximate cause of the ceiling collapse. But this didn't cause Aviva to reach a different conclusion.

Unhappy with the handling of their claim, Mr S and Miss B complained. They said they were unhappy with the poor service they'd received, including the time taken to respond to correspondence. Aviva responded to their complaint in March 2024, saying they agreed there had been delays responding to correspondence and offered £100 in respect of this.

Mr S and Miss B didn't think Aviva had done enough to put things right and said they were unhappy with the service Aviva had provided, particularly with the delay in responding to correspondence, and didn't consider the compensation offered was sufficient. Their concerns were passed to one of our investigators who said he considered the compensation offered was fair in the circumstances.

Mr S and Miss B didn't agree with the outcome the investigator reached. They set out again why they considered the service and compensation offered by Aviva weren't sufficient. So, this matter has been passed to me to decide.

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.

As our investigator set out, the outcome of the claim isn't in dispute and Mr S has said he's pursuing the concerns he has about repairs carried out in relation the previous claim with Aviva separately. The focus of this decision is how Aviva handled their correspondence.

Aviva accepts there was a delay in providing a response to Mr S and Miss B's correspondence, particularly the email sent on 13 December 2023, which wasn't responded to until the end of January. Mr S and Miss B say the uncertainty they were left with as a result of the delay in responding left them worried and impacted their plans for Christmas.

I can see this would have been worrying for them, and they've talked about the worry about what might have happened if they've been in bed when the ceiling collapsed. Fortunately, that wasn't the case, but I can still see why this caused worry. And then they put forward what they considered to be a strong counter suggestion as to the possible cause of the ceiling collapse after Aviva said they considered it wear and tear.

I can see not having a response more quickly would have been inconvenient and impactful on Mr S and Miss B. They had to move out of their bedroom whilst waiting for repairs, and they sought clarity on what caused the collapse. It's not in dispute they had to wait longer than they should have for a meaningful response.

I'm mindful at this point, the claim had been declined, albeit Mr S and Miss B considered the reason for the decline needed to be expanded on. And when they sent their email on 13 December 2023 which contained their surveyors comments and asked Aviva for further clarification, it was very likely that even if an answer had been forthcoming more quickly, their plans and arrangements for Christmas would have been impacted in any event. So, I'm not certain I can hold Aviva responsible for the impact this had on Mr S and Miss B, though I understand that cancelling their festive plans at such short notice would have been frustrating.

I consider it likely the Christmas period likely contributed to some of the delay that happened here, but not all of it. But like our investigator, I consider the £100 award to be in the range of what I consider reasonable to recognise the worry and inconvenience caused as a result of waiting several weeks for a reply to their email to confirm if their claim remained declined. I'm not going to require Aviva to increase this compensation in relation to the delay in responding to their email.

Ms S and Miss B have said they're separately raising concerns about whether the earlier repair was carried out appropriately and what, if any, impact that might have had on the ceiling. If they remain unhappy with Aviva's response to that, they're able to refer those concerns to us.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Miss B to accept or reject my decision before 15 January 2025.

Emma Hawkins
Ombudsman