

The complaint

Mr F and Mrs W have complained about the handling of a home emergency claim by Aviva Insurance Limited

Aviva is the underwriter of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims and complaints on its behalf. As Aviva has accepted it is accountable for the actions of the agent, in my decision, any reference to Aviva includes the actions of the agents.

What happened

Mr F has been the main correspondent on the matter, so I will refer to him throughout.

On 22 October 2023, Mr F contacted Aviva to report an issue with his roof. Aviva agreed to send out a contractor. When the contractor attended, he said he would need to put scaffolding up to access the roof. After some delay, the scaffolding was put up and the roof was repaired on or around 20 November 2023. However, Mr F says that the scaffolding was secured by drilling holes into the walls of his property, which has caused damage. Mr F says the contractor did not tell him this was what it'd do and he did not consent to this. Mr F told Aviva these holes would need to be repaired when the scaffolding was taken down. He says he asked to be notified when the scaffolding would be taken down, so he could be there. However, he says it was taken down on 12 December 2023 without him knowing and while he was at work. Mr F says he also then found that a stone window sill had been broken,

Mr F complained to Aviva and after some chasing it accepted in February 2024 that it was responsible for the damage to his property and agreed to arrange for the scaffolders to contact Mr F to carry out the necessary repairs.

There was some delay but the scaffolders arranged a contractor to do the repairs. However, Mr F was not happy with them. Aviva then arranged for an independent contractor to assess the damage and quote for the repairs. Aviva said it could make a cash settlement based on the quote, or would arrange for that contractor to do the repairs.

The independent contractor provided a quote for repairing the holes in the wall and replacing the sill. Initially it only quoted for filling the holes and painting the damaged areas of paint. However, after some discussion with Mr F, Aviva agreed that it would cover repainting the whole of the front of the house and also for a carpenter to provide a support for the window, while the sill was being replaced. The contractor added those works to the quote and in June 2024 Aviva offered Mr F the cash sum of £2,468.83 (being the amount of the new quote), or it would arrange for that contractor to carry out the repairs and it would pay them directly, and £300 compensation (increased from £200).

Mr F was not happy with the offer or how the contractor proposed to do the work. Mr F says that when the contractor attended to discuss the works, they told him they would recast the broken part of the sill in situ but the quote refers to replacing the entire sill with a precast sill. Mr F says this is a lot of intrusive work, which will be far more work than the quote provides

for, and could likely impact the brickwork and the window above the sill. Mr F says he cannot allow the works to proceed until it is clear what the contractor's intentions and method of work will be, as he could end up in an even worse situation if the repairs are not carried out correctly. Mr F also says that a pre-cast sill will look out of place with the character of the property and potentially de-value it. Mr F also asked that if the contractor Aviva provided does the work, it should provide a five year warranty.

Mr F provided two quotes from other contractors for doing the work in the way he says is appropriate.

Mr F is also unhappy that he was told he would need to arrange parking permits for the contractors while they did the work. Mr F says he should not be out-of-pocket at all.

Aviva says that as it is offering to arrange the work, or pay the sum it would cost it to complete the repairs, it will not make any further payment. Aviva said the work would be guaranteed for 12 months which is standard. Aviva also confirmed that it would pay the cost of any parking permits needed by the contractors but Mr F should arrange those for the contractors and then seek reimbursement.

As Mr F was still not happy with Aviva's position, so he referred the complaint to us. He wants the repairs carried out to the specifications he has provided and compensation for the trouble caused to him and as a motivation to improve its customer service.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld as she thought Aviva's proposal of arranging the repair or a cash settlement for the equivalent cost based on its contractor's quote was reasonable. She did not think there was any evidence the repairs its contractor had proposed would not be adequate. She also said the £300 compensation offered was reasonable.

Mr F does not accept the Investigator's assessment. He has made a number of points in his initial complaint and in response to the Investigator. I have considered everything he has said but have summarised his main points below:

- He is an experienced, qualified structural engineer and so can make an informed assessment of the proposed repair methods. His opinion should therefore carry the same weight as that of Aviva and its contractor.
- Under the Health and Safety at Work Act 1974, employers must provide and maintain systems of work that are practical, safe and without risks to health. In meeting this obligation, a competent contractor will usually compile a method statement to ensure the works are completed correctly and safely. He therefore asks for Aviva's contractor's method statement as to how it proposes to carry out the sill repair, including data sheets for the repair products so that it is clear what their proposed repair comprises.
- He wants the contractor to provide a five year warranty for the work. He says if he employs a contractor direct he would insist on this and that any additional costs in providing the warranty should be included in the quote.
- He may need to disclose the repairs in any future sale of the property and without a proper warranty, he may struggle to complete a sale or have to offer perspective buyers a discount.
- The cost of parking permits needs to be added to the quote for Aviva to pay. He should not be out-of-pocket at all and so it is unreasonable to expect him to get the permits and then seek reimbursement.
- Aviva's contractor only quoted to paint a small section of the front facade initially but when he queried this it could not guarantee a colour match. The whole facade needs painting but it increased the quote by only £350, which seems unrealistic. He doesn't

think they understand the extent of the work involved. Based on their rates he says an additional £1,500 approximately is more realistic.

- He wants to know if Aviva got other quotes.
- It took from December 2023 to March 2024 before any redress was offered to him and it has been ongoing since compensation should be double what has been offered for the trouble he has been put to and as a disincentive to Aviva to allow this to happen again to other consumers.
- Aviva would prefer to draw it out but in the meantime, he has a visibly damaged home and the ongoing worry and stress that the damaged areas will progressively get worse through water ingress into the brickwork or deterioration over time.

As the Investigator was unable to resolve the complaint, it has been passed to me.

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 the contractors were acting on Aviva's behalf to fulfil its obligations under the policy to carry out the roof repairs, it is responsible for anything the contractors did, or did not do, wrong. I am pleased to note that Aviva has accepted this responsibility.

It was not unreasonable that Aviva allow the contractors the chance to assess the damage and to put it right initially. Mr F was not happy with the way they proposed to do the repair and so Aviva agreed to appoint an independent contractor to assess and quote for the repair. I think that was reasonable.

I have seen the photos of the damage and can see that the front of Mr F's house is painted brickwork and where the anchor points have been inserted, the paint has chipped away around the holes; and the corner of the stone sill is cracked and some paintwork is also damaged. The extent of the damage for which Aviva is responsible is generally agreed but the correct method of repairing the sill and the costs of the repairs are in dispute.

I have therefore considered the quotes provided by Mr F and Aviva.

Mr F's quotes vary considerably. Both quotes stated that they intended to repair the sill by recasting the broken section (rather than replacing it entirely).

The more expensive quote overall includes painting the whole facade and is broken down as follows:

£1,580 plus VAT for the sill
£800 plus VAT to fill the scaffold anchor holes
£6,800 plus VAT for installing scaffolding and painting the façade, and
£1,550 plus VAT for scaffolding with alarm.

This is a total of £10,730 plus VAT.

The cheaper quote includes just painting the damaged areas of paintwork and not the whole facade and is broken down as follows:

£3,120 plus VAT for the sill
£825 plus VAT for a colour match survey, and
£870 plus VAT to fill holes and repaint damaged areas only.

This is a total of £5,778 total including VAT.

On the face of it both contractors have said they would complete the work to the sill in the same way and one says this would cost the work is £1,580 plus VAT and the other says it would cost £3,120 plus VAT.

The quote Aviva obtained for the work to remove the window sill and replace is £398.28 plus VAT for labour, £368.94 plus VAT for the replacement sill, £126.40 plus VAT to paint the sill, and £531.04 plus VAT for the wooden support of the window and to "*make sure the windows are reset correctly*". So, the total for the window sill is £1,424.66 plus VAT.

So, Aviva's quote is broken down as follows:

£1,424.66 plus VAT for the sill
£222.87 plus VAT for hire of a freestanding scaffold tower, and
£409.83 plus VAT for repainting the whole front facade.

There is nothing on Aviva's file to indicate it got any other quote and I do not think it needs to obtain any others.

I note what Mr F has said about the replacement of the sill and I note he says he is a qualified structural engineer. He has also asked for method statements and further information from the contractor about the method of proposed repair.

However, I have not seen any independent convincing evidence that the repair proposed by the contractor Aviva has instructed would not be a reasonable or correct method of repair. The contractor has confirmed it would support the window, which is one of Mr F's concerns, and I note the sills appear to be painted, so I also have no convincing evidence a pre-cast concrete replacement would look out of place, once it is painted to match the other sills at the front of the house. I don't think Aviva needs to ask the contractor to provide a method statement. It has instructed an independent contractor experienced in this type of building work and is entitled to trust that it will carry out the work in suitable and safe way. Having considered everything carefully, I do not therefore think I can reasonably determine that this is not a suitable method.

In addition, as the quote Aviva has provided for this part of the work is not very different from one of the quotes Mr F has provided for the repair carried out the way he has said he would prefer, then I do not consider I can reasonably conclude that the amount offered for the repair of the sill is unreasonable.

With regard to the decorating costs, Mr F's quotes vary considerably. One of Mr F's quotes is £825 plus VAT for the painting (with a similar amount for a colour matching survey) and the other £6,800 for installing the scaffolding and painting.

The contractor Aviva proposed quoted £409.83 plus VAT for the pointing and £222.87 for a free-standing scaffold tower, so £632.70 in total.

While Mr F thinks that the contractor Aviva proposes has underestimated the work involved in painting the whole house, there is nothing to support his assumption. I have considered the revised quote provided by Aviva and it clearly states they will paint the whole of the front for the quote provided. I do not think that there is any reason to question that.

While Mr F has been quoted more for this part of the work (and in one case quite considerably more) that in itself does not mean the quote provided by Aviva is unreasonable. I also note what Mr F has said about the cheapest quote not always being the best quote but

in the absence of anything to indicate that the work could not be properly carried out for this quote, I am not persuaded that I can reasonably require Aviva to pay any more for this work.

So overall, I am not persuaded the quote is unreasonable. As Aviva has established the work can be done for this amount I am not persuaded I can reasonably require it to increase the cash offer to the amounts quoted by Mr F's contractors.

Aviva has offered to instruct the contractor itself but if Mr F prefers the work to be done the way his contractors have said, then I do not think it is unreasonable for Aviva to make a cash payment in the amount of its quote and Mr F use that to instruct his own contractors.

Parking permits

Mr F feels very strongly that he should not be required to arrange and pay for the parking permits and the contractors should add the cost of permits into their quote.

Aviva has asked that Mr F arrange these and confirmed it will reimburse the cost of parking permits. I do not think it is unreasonable to ask Mr F to arrange the permits and ask Aviva for reimbursement afterwards. While I can appreciate this might be annoying to Mr F, it is not an unreasonable request.

Warranty

Mr F is adamant he would insist on a five year warranty for any work done by his own contractors and so Aviva should ensure he is provided with the same. The contractor Aviva has instructed has said it would offer a 12 month warranty. I do not think this is unreasonable or unusual. And I note one of Mr F's quotes said the work does not come with any structural guarantees and the other is silent as to any warranty. If Mr F wants to ensure he has a longer warranty, he should employ his own contractor. I do not think that Aviva needs to provide any additional warranty.

Compensation

Mr F has also asked for higher compensation in part in order to discourage poor service for other consumers. I have no power to punish or fine Aviva. I can only award compensation for the impact of any wrongdoing on the individual complainant. I can see there have been delays in the initial claim and delays and frustration in agreeing the repairs but I do not think Aviva has acted unreasonably or that the delays are entirely due to any fault on its part. While I appreciate there is damage to the property this is external and has not impacted Mr F's use of his property. I've also not seen any evidence that there has been any other damage to the property as a result of it not being repaired yet. Overall, I consider the £300 already offered to be reasonable.

My final decision

I do not uphold this complaint. Aviva Insurance Limited has already made an offer to pay the amount of the independent contractor's quote of £2,468.83 including VAT, or to instruct them to do the work itself; and to pay compensation of £300 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Aviva Insurance Limited should pay Mr F and Mrs W the cash sum equivalent to the quote from its contractor (*i.e.* £2,468.83 including VAT), or instruct those contractors to carry out the repairs itself, whatever Mr F and Mrs W prefer; and to pay them £300 compensation for the distress and inconvenience caused by the handling of the matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs W to accept or reject my decision before 11 March 2025.

Harriet McCarthy
Ombudsman