

The complaint

Mr M and Mrs M have complained about how Aviva Insurance Limited (Aviva) dealt with a claim under a home insurance policy.

References to Aviva include companies acting on its behalf.

What happened

Mr M and Mrs M contacted Aviva to make a claim for storm damage. The claim was later declined. An Investigator at this Service considered Mr M and Mrs M's complaint about the claim decline and didn't uphold it.

Mr M and Mrs M made a further complaint. They said Aviva had told them they could clear the debris from the site before a surveyor visited to assess the damage. They said the delays in Aviva progressing parts of their claim had a detrimental impact on how it was then assessed.

When Aviva replied to the complaint, it didn't uphold it. It said Mr M and Mrs M had been advised they could make the site safe. But they weren't authorised to remove all the debris. It also hadn't found any undue delays in the claim process. The claim had initially been dealt with by claim handling agents, Mr M and Mrs M had been asked to provide quotes, which were provided a few months later. A loss adjuster was then appointed. The costs involved also meant the claim was referred to a dedicated team. A special investigations report was also provided about the claim. The claim handling agents then had to refer the claim to Aviva to deal with because of the costs involved.

When Mr M and Mrs M complained to this Service, our Investigator upheld it in part. She said there wasn't evidence to show that Aviva's handling of the claim had a detrimental effect on the claim decision. She said a survey had been carried out at the property shortly before the storm. This showed significant pre-existing damage. There was therefore no reason to think the claim outcome would have been any different. However, there were some delays in progressing the claim, including that the site visit could have been arranged earlier. She said Aviva should pay £300 compensation.

Mr M and Mrs M didn't agree this was a fair outcome. They provided a report they had recently obtained that said the damage was the result of the storm. So, the complaint was referred 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.

Having done so, I uphold this complaint in part. I will explain why.

This decision is only looking at whether the actions of Aviva and its authorised claim handlers negatively affected the claim outcome. The storm claim decline was looked at

separately by this Service and doesn't form part of this decision. I'm aware Mr M and Mrs M have provided a report they recently obtained from a company that said the storm was the cause of the damage. This evidence wasn't available to Aviva at the time it was considering the claim or complaint. Aviva has not consented to us considering this information as part of this complaint. So, I'm unable to do so.

An Investigator at this Service has already considered a complaint about the claim decline itself and said, based on the available information, that it was fair for Aviva to decline the claim. The issue I am considering is that Mr M and Mrs M have said Aviva told them they could clear the site and took many months to visit to assess the claim. They said this negatively affected the claim and led to the claim decline.

I've listened to the phone call between Aviva and Mr M where the claim was first discussed. At the end of the call, Mr M asked whether he could clear up the mess and make it safe. The call handler said he could do so. However, I don't think I can fairly say that Mr M was advised that he could dispose of the building, which is my understanding of what then happened. I also note that in the policy booklet it said: *"Do not: carry out any permanent repairs or dispose of any damaged items until we have been given the opportunity to inspect the damage"*. As a result, Aviva was only able to view photos of the damage and debris taken by Mr M and Mrs M. I think this made it more difficult for Aviva to assess it, but I don't think I can fairly say this was down to the actions of Aviva.

I've also looked at whether the timing of when Aviva visited affected its ability to fairly assess the claim. When Mr M and Mrs M first made the claim, they were asked to provide some quotes for the work that was likely to be involved. Aviva didn't appoint a surveyor at that time. When Aviva looked at the claim in more depth, this included considering a survey that had been carried out of the barn that collapsed. The survey was carried out about a month before the storm. It included photos of the outside and interior of the barn. These showed there were issues with the roof, fascias and support beams. So, I don't think I can fairly say that the timing of Aviva's visit was likely to have made a difference to the claim outcome.

I've also looked at the claim handling overall while it was being dealt with by claim handling agents. Mr M and Mrs M were initially asked to provide quotes. It's my understanding that it took some time to obtain the quotes. However, I think Aviva could have appointed a surveyor more promptly. Even when Mr M and Mrs M were told a surveyor had been appointed, they had to chase as they didn't hear anything further for a while about steps to arrange a visit. Although I don't think this affected the overall outcome of the claim, I think the claim could have progressed more promptly. As a result, I think Aviva should pay £300 compensation to recognise the impact on Mr M and Mrs M.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Aviva Insurance Limited to pay Mr M and Mrs M £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 1 January 2025.

Louise O'Sullivan
Ombudsman