

The complaint

Ms B, Mr B and Mrs M complain Aviva Insurance Limited handled a property insurance claim poorly.

Ms B, Mr B and Mrs M are all complainants as trustees. Ms B is the occupant of the insured property. So I've generally only referred to her below. Mr B has represented representing her for the complaint. But for simplicity I've referred to the actions of Mr B as being Ms B's own.

What happened

Ms B lives in a flat. Water was leaking into her bathroom from the flat above. In August 2023 a claim was made against an Aviva block insurance policy that covered her home. A few weeks later Aviva agreed to cover, by a cash settlement for repairs, the damage to Ms B's bathroom.

Unfortunately some months later the repairs to Ms B's property hadn't taken place and the claim hadn't been settled. That was because Aviva wanted to see evidence of the leak from the property above being fixed before settling for the repairs to Ms B's property. Various back and forth went on as the leak hadn't been fixed. In December 2023 Ms B complained to Aviva about a range of aspects of its claim handling.

In February 2024 Aviva issued a complaint response. In summary it didn't accept it had mishandled the claim. It felt any distress involved for Ms B was due to issues with the owner of the property above. It said, even though the cover is provided under a block policy, it can't be held responsible for other property owner's actions. It said it can't force an owner to do something as part of a claim. Aviva said it hoped the claim would progress after a proposed leak detection survey.

Unsatisfied with Zurich's response, in June 2024, Ms B referred her complaint to the Financial Ombudsman Service. She referred several complaint points including the following. Aviva had belatedly introduced a requirement for her to provide an invoice confirming the leak in the above property had been repaired. It wouldn't provide her with policy wording, delaying provision of trace and access cover. It refused to pay any inflationary repair costs. It declined to pay legal action fees under 'professional fees' cover and it refused to provide her with alternative accommodation (AA). Ms B explained Aviva's handling of the claim had caused significant delay resulting in unnecessary distress and inconvenience for her.

Our Investigator found Aviva had dealt with the claim fairly. She felt it was reasonable for it to have requested the information it had asked for. She didn't find it responsible for avoidable delay. So she didn't ask Aviva to do anything more. As Ms B didn't accept that as a resolution the complaint was 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 this is an informal service I'm not going to respond here to every point or piece of evidence Ms B and Aviva have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

I'm satisfied Aviva's request, weeks into the claim, for evidence the leak had been repaired was fair. It had initially been told the leak had been repaired. It later discovered it was ongoing. It was then told again it had been repaired. It said due to the inconsistent information it wished to see evidence of the leak's repair. Its reasonable for Aviva to see evidence the leak had been addressed before settling for the resulting damage. I can understand why it would wish to avoid a claim for further damage from the same leak.

Ms B requested Aviva cover, under the 'professional fees', section of the policy fees for a solicitor. She wished to take legal action, to progress leak repairs, against the landlord of the property above. Aviva declined. It said the policy doesn't cover fees used for that purpose - instead it was for fees 'incurred in reinstating or repairing the property'. Solicitor fees wouldn't have been incurred for that purpose. Having considered the terms of the policy I consider Aviva's decision to be fair.

Aviva declined provision of AA as it didn't consider the property to be uninhabitable due to claim related damage. I note there was an inconvenience and unpleasantness to Ms B using the bathroom. But I'm not persuaded it couldn't be reasonably used. So I can't say the property was uninhabitable or couldn't be reasonably lived in. So I can't say Aviva's decline of AA was unfair.

Ms B's unhappy Aviva said it wouldn't cover any inflationary costs resulting from her delaying repair. Even if I considered Aviva had acted unfairly by stating that, I haven't seen that she lost out financially or otherwise as result. I haven't seen, for example, that it did in practice refuse to reimburse any related increased costs.

Aviva said it was unable to provide Ms B a copy of the policy terms without the broker's permission. Even if I considered Aviva had acted unfairly here, I haven't seen that she lost out as a result. Ms B says it delayed provision of trace and access cover. She said it was only once she had received the terms she, becoming aware of the benefit, was able to request it be provided.

I'm not persuaded any delay in receiving a copy of the terms had any significant impact. Throughout the claim from August 2024 to December 2024 it was at various points believed that the leak had been repaired. So it wasn't until January 2024, when Ms B requested use of the trace and access benefit, that there was an accepted need for that type of investigation.

In conclusion I'm pleased to hear the claim has now been settled. But overall having considered the timeline and actions I'm satisfied Aviva handled the claim reasonably. I'm not persuaded it did enough wrong to merit any compensation or any other redress. Aviva's conclusion, in its complaint response, that issues with the landlord of the property above were responsible for the distress Ms B experienced seems reasonable to me. As it explained it can't be held responsible for other property owners' actions. So, whilst I realise this will be frustrating for Ms B, I'm not going to uphold her complaint.

My final decision

For the reasons given above, I don't uphold Ms B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B, Mr B and Mrs M to accept or reject my decision before 27 January 2025.

Daniel Martin
Ombudsman