

The complaint

Mr N complains that Aviva Insurance Limited (“Aviva”) didn’t update him on a claim he made on his home insurance policy.

What happened

Mr N contacted Aviva to make a claim in October 2023 after noticing damp in one of his bedrooms. After carrying out an inspection, Aviva decided to decline the claim in November 2023. But it didn’t inform Mr N of this decision until February 2024 after Mr N had asked for an update.

Aviva acknowledged in its final response that an issue on its side has caused Mr N to not be informed sooner of the decision to decline his claim. And in recognition of this, Aviva offered Mr N £150 compensation.

Our investigator didn’t find Aviva’s response to be fair. She said that Aviva should also reconsider Mr N’s claim, reimburse Mr N for the cost of scaffolding he’d erected, and pay him an additional £150 compensation for not fully inspecting the damage and leaving Mr N to worry about the cost of the scaffolding.

Aviva didn’t reply, so the complaint was referred to me to decide. I issued a provisional decision finding that we couldn’t consider part of the complaint and upholding the remaining part of the complaint. And I said:

“Why I can’t consider parts of this complaint

Under our rules, we can’t consider a complaint until the complaint has been made to the business it’s about, and either it’s provided a final response, or more than eight weeks have passed since the date the complaint was made to the business.

Aviva’s final response didn’t deal with the reasons why it declined the claim, Mr N’s scaffolding. It only dealt with the delay informing Mr N about its decision to decline the claim.

That doesn’t guarantee that Mr N hadn’t already complained to Aviva about these other issues. So I’ve also checked the submissions provided by Mr N and Aviva to see if they show Mr N had complained to Aviva before bringing his complaint to us about the scaffolding issue and decision itself to decline his claim. But I’ve seen nothing to show Mr N has complained to Aviva about these points. He only appears to have complained about the delay in Aviva telling him the decision it had made on the claim.

Given that it’s only the delay in updating him on his claim which I can see Mr N has complained about, that’s all I’ll be able to look at in this decision. And if there’s anything else which Mr N thinks Aviva has treated him unfairly because of, he’ll first need to complaint directly to Aviva about that.

What I’ve provisionally 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've decided to uphold this complaint. I'll explain why.

Aviva hasn't disputed that there was a delay in informing Mr N of its decision to decline the claim. So, other than to say I think Aviva treated Mr N unfairly because of this, I don't need to consider further if there is merit to the complaint.

The remaining question is whether Aviva's offer to pay Mr N £150 compensation was fair and reasonable. The key points here are that Mr N had to wait for approximately three months after Aviva had already made its decision on his claim to find out that decision. And its response was only prompted because Mr N contacted Aviva.

However, I understand in November 2023 Mr N, of his own choosing, had already paid to have the repairs carried out to his home. So, I take that into account because he wasn't left waiting for repairs to his home due to the delay in Aviva telling him about its decision on the claim. Instead, the impact of the delay primarily was that he was left not knowing whether he'd be reimbursed for what he'd already paid.

Regardless, that still would have caused Mr N some unnecessary worry which could have been avoided had Aviva informed Mr N of its decision on the claim at the time that decision was made. And it also caused him the inconvenience of having to chase Aviva for its decision on his claim.

But I think Aviva's offer to pay £150 compensation was in line with what this Service would award for the level of impact caused to Mr N. So, I think Aviva's offer to pay Mr N £150 is a fair and reasonable way to resolve the complaint. And if it hasn't already done so, I intend to require Aviva pay Mr N £150."

Mr N replied accepting my provisional decision. Aviva didn't provide any response.

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 Aviva hasn't provided me with anything more to consider, and Mr N has accepted my provisional decision without providing anything more, I see no reason to depart from the conclusion I reached in my provisional decision. So, I've decided to uphold the complaint for the same reasons I set out in my provisional decision.

Putting things right

I require Aviva to pay Mr N £150 compensation if it hasn't already done so.

My final decision

Aviva Insurance Limited has already made an offer to pay Mr N £150 compensation and I think this offer is fair in all the circumstances.

So my final decision is that I require Aviva Insurance Limited to pay £150 compensation to Mr N if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or

reject my decision before 10 February 2025.

Daniel Tinkler
Ombudsman