

The complaint

Mr S and Mrs S complain about Aviva Insurance Limited's ("Aviva") handling of their claim under their home insurance policy.

Mrs S has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mr S or Mrs S as "Mrs S" throughout the decision.

Aviva are the insurers of Mrs S's policy. Part of this complaint concerns the actions of an agent. So any reference to Aviva includes the actions of the agent.

What happened

The background to this complaint is well known to the parties, so I won't go into too much detail but will summarise the key points. Mrs S made a claim after a leak was discovered in her bathroom. Aviva appointed a firm to manage the claim – who I'll refer to as company D. A few days later, a contractor was appointed – who I'll refer to as company H – to assess the damage and prepare a schedule of works. The claim progressed with asbestos testing taking place, drying works carried out, and strip out works to allow reinstatement work to start.

During the strip out works, a second leak was identified which led to discussions between Aviva and their agents about how this should be addressed. Mrs S raised concerns about not having bathroom facilities at her home, so Aviva, having originally considered installing a bathroom pod, then decided to arrange a hotel room for Mrs S and her family. It was around this time that Mrs S raised her first complaint about delays and that repairs still hadn't started. Mrs S also raised concerns about a lack of communication about the second leak. A loss adjuster – who I'll refer to as company G – had also been appointed, and they explained Mrs S would need to register a second claim – which she did. Company H then started the reinstatement work. Aviva responded to the first complaint and accepted there had been errors in the claims handling and offered £500 compensation.

Most of the reinstatement work was completed but there were still some outstanding repairs as well as a snagging list which had been provided by Mrs S. She continued to chase Aviva as she was concerned that she was soon to undergo surgery and wanted all repairs completed and all issues rectified before this. Mrs S felt things were taking too long and raised a second complaint. Aviva responded and again accepted there had been delays and offered £250 compensation.

Our investigator looked into things for Mr S and Mrs S. She agreed Aviva had made errors in their claims handling and thought the combined £750 compensation offered was fair. Mr S and Mrs S disagreed so the matter has come to me for a decision.

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've decided Aviva's offer is a fair way to resolve matters. I understand Mr S and Mrs S will be disappointed by this but I'll explain why I have made this decision.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I think it's important to add, I won't be commenting on every event during the claim and complaint process, instead I have taken a broad approach to the overall service provided. I can see Aviva issued their final response on 20 February 2024 but it's clear there was ongoing communication between the parties around this time relating to Mrs S's concern about the shower pressure. So, I think it's fair in the circumstances for me to consider this part of the complaint also.

Delays and general claims handling

The key facts about this part of the complaint aren't in dispute. Aviva accept they got things wrong in their claims handling and things did take longer than they should've. The only issue I have to decide is whether their offer of £750 is fair and reasonable in the circumstances.

I think it's right that Aviva should compensate Mr S and Mrs S for the upset, frustration and inconvenience caused. To help decide what a fair and reasonable level of compensation should be, I've looked at the errors by Aviva and the impact it has had.

Following Mrs S's report of the incident on 19 June 2023, I think the claim initially progressed as I would've expected. This included Aviva appointing company D, a site visit by company H to assess the damage and a drying company being appointed. It was identified that asbestos testing would need to take place and company H took a sample during their site visit. The drying company also carried out a site visit but didn't take a sample as they say Mrs S informed them company H had already done this. I can see company H then asked company D whether they wanted them to send a sample for testing or whether another contractor had been appointed to do this. Company D responded and confirmed the drying company would be arranging the testing.

Around a week later, company H checked with the drying company whether they'd received the results, and it appears both were under the impression the other was going to be arranging the testing. This led to the drying company having to attend Mrs S's home again and taking a sample as company H had disposed of the sample they'd collected. The drying company attended around two weeks later and received the results the following day. But it appears the results weren't shared with company H until around two weeks later, which prevented them from carrying out any strip out works.

Following confirmation of the test results, the strip out works and drying out works then started around mid-August 2023. So, I think there were some periods of avoidable delay here which, although a few weeks, I acknowledge it did cause Mr S and Mrs S some frustration.

The information shows the drying out works were completed on 5 September. I acknowledge Mrs S says the drying out took three weeks, but this turned out to be unnecessary as the wood being dried out was rotten and crumbling and was replaced in any event once the reinstatement work started. I acknowledge Mrs S's point, but I'm not persuaded this means no drying was necessary. It's not unusual in claims involving water damage for drying out works to be carried out as this ensures all moisture and water damage has been resolved and all areas are ready for reinstatement work and to avoid any problems which might later

occur. So, I'm not persuaded the three weeks taken for the drying out works was unnecessary here.

There were then exchanges of emails involving company D, company G and company H through September about the reinstatement and scope of works. It appears there was a lack of communication between these parties as the information shows an email was sent by company H to company G on 25 September to say they were only made aware that day that the drying works had been completed. There was also communication between Aviva and their agents about how to deal with the second leak. Variations were made to the original scope and the final scope was then approved by Aviva in early October. This was around a month after the drying works were completed. While I acknowledge the reasons why variations were required to the scope after the strip out works had completed, I think things could've moved forward more promptly here – particularly as I can't see the variations were significant.

The second leak was identified during the strip out work and I can see company H sent an email to company D at the end of August setting this out and the need for a variation of scope. But even after the final scope had been approved, and company G asked company H to contact Mrs S to arrange a start date for the reinstatement work, there were still exchanges in email between company G and company H about the position in relation to the second leak and what works company H were authorised to do. The second leak was identified during the strip out work so I think this should've been addressed sooner. The work then started towards the end of October, but I think this could've been started at least a couple of weeks earlier had all issues been addressed sooner. Most of the work was then completed in early December.

After this point, there was still some outstanding work, and this included issues relating to Mrs S's bathroom basin, pedestal, heated towel rail and radiator. The scope of works shows some of these items were to be removed and refitted. But, in emails between company H and Aviva, company H explained things took longer because Mrs S had chosen to replace an old item with a new item, such as the radiator, and this then leading to problems with it not fitting into the original pipework. I acknowledge Mrs S says it was necessary to replace items such as the radiator and heated towel rail as they'd become rusty having been left in the stripped-out bathroom. But I haven't seen any evidence which demonstrates these items were no longer usable. So, I do acknowledge why things might've taken longer than expected.

That said, I do believe there were delays caused by Aviva. I can see Mrs S provided a snagging list on 11 December, but the issues don't appear to have been rectified until February 2024. The information shows company D emailed the snagging list to company H, but nothing was done for a few weeks, after which Mrs S complained and company D then chased company H. Also, I can see a plumber attended in mid-January 2024 to look at the shower but wasn't aware that the basin and heated towel rail needed fitting so he left and said he would have to return in a couple of weeks to rectify this. The information also shows Mrs S had to continue chasing for a hole to be made in the wall for the sink waste pipe – something which appears was overlooked during the reinstatement work. It's clear Mrs S was very upset and frustrated around this time as she'd already made it clear to Aviva that she was due to undergo surgery and needed all works to be completed.

The information also shows Mrs S had mentioned to Aviva that she would have access to her friend's house for washing facilities, but this was only until mid-August 2023. Around this time, Aviva and their agents started discussions about alternative arrangements for Mr S and Mrs S. I can see Mrs S called Aviva on 21 August to say it had now been ten days without a bathroom. There was discussion about installing a bathroom pod, but following Mrs S's concerns about this, Aviva arranged a hotel room at the end of August. This was used by

Mr S and Mrs S and their children for washing facilities while staying at home. So, as well as the impact on Mr S and Mrs S of the avoidable delays, there was also the frustration and inconvenience of having to travel to use the washing facilities at the hotel, for longer than should reasonably have been the case.

I think it's important for me to mention, the bathroom wasn't usable due to the strip out work and the need for reinstatement – and this work was necessary as a result of the leak. So, there would always have been the inconvenience to Mr S and Mrs S of having to use alternative facilities. But the issue here is that Aviva should've made alternative arrangements sooner as they were aware Mrs S only had the use of her friend's house until mid-August. And, the avoidable delays meant Mr S and Mrs S, and their children, had to use the hotel facilities for longer than they should've. So, it's this that I've taken into account when deciding what a reasonable level of compensation should be in this case.

Mrs S says she and her family only had use of a friend's bathroom for a combined eight days, and for the remainder they either didn't wash or used the facilities at a swimming pool. The information I've seen shows Mrs S explained she would have use of her friend's bathroom until mid-August, and the information I've seen doesn't show Mrs S informed Aviva about the alternative arrangements she and her family were having to make. So, I am still persuaded that, in respect of the washing facilities, the avoidable delay until mid-August had a slightly more limited impact. But it doesn't change my decision that Aviva should've taken steps to arrange alternative bathroom arrangements for Mrs S much sooner. It was clear the loss of the shower and strip out works meant there were no washing facilities – and Mrs S's home was therefore uninhabitable. So, Aviva should've had discussions with Mrs S about putting in place alternative arrangements much sooner.

Taking into account the impact of the errors on Mr S and Mrs S, and the duration of that impact, I think the £750 offered by Aviva is fair and reasonable in the circumstances. I say this because, there has been considerable upset and frustration to Mr S and Mrs S as well as significant inconvenience in having to chase for updates, and having to travel to the hotel for washing facilities for longer than they should've. I can see Mrs S has provided comments on the impact the delays had on her and Mr H, and this includes the impact on their work, the inconvenience of having contractors arriving and leaving, and also the impact on Mrs S following her surgery. I have taken all these points into account, but I can only look at the impact Aviva's errors have had above and beyond the expected inconvenience associated with reinstatement work at a customer's home due to an insured event.

Shower pressure

I can see Mrs S also raised a concern about the shower pressure being low after her shower was installed as part of the reinstatement work. Mrs S contacted her local water provider, and they took a reading of the water pressure from the shower. Mrs S has provided the results of the testing carried out by her water provider and this shows they found the flow and pressure of the water supply to her home as satisfactory. Mrs S says this demonstrates the low water pressure from the shower isn't as a result of a water pressure or flow problem to her home.

Mrs S says, during the reinstatement work, she noticed the plumber and tiler pushing the pipes into the wall with some force to make them fit. Mrs S believes it's therefore possible that the copper pipes, known to be relatively soft and malleable, were bent during these works and has led to the water pressure and flow being restricted.

Aviva have provided comments from company H, who carried out the work, and they say they didn't supply the new shower – and it was bought by Mrs S. I've also seen from Aviva's claim notes, while company H were dealing with the issues on the snagging list, the plumber

said the issue with the shower's water pressure was down to the choice of shower selected and not as a result of any workmanship issues from company H. Aviva say company H didn't have any involvement in the choice of a new shower and their responsibility was to refit the existing shower.

I can see Mrs S says she believed a replacement shower was necessary due to the way in which the original shower unit had been stored during the works. Mrs S says she did her best to find a like for like replacement, but wasn't able to find an exact replacement, but she doesn't believe the pressure issue is down to her choice of shower unit not being compatible. I haven't been provided with any information which persuades me a workmanship issue has caused the shower pressure issue, and the information does show a relevant expert here – a plumber – has provided their opinion on the likely cause of the problem. So, I believe it's more likely than not the problem is down to a compatibility issue with the shower unit.

I wish to reassure Mr S and Mrs S that I've read and considered everything they've sent in, and in particular, details of the impact they say the claims handling had on their lives. But if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

Aviva Insurance Limited have already made an offer to pay £750 compensation 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 £750 to Mr S and Mrs S, if they haven't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 21 April 2025.

Paviter Dhaddy
Ombudsman