

The complaint

Ms S complains about the way Aviva Insurance Limited (Aviva) handled the claim she made under her home insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In November 2023 Ms S reported a claim to Aviva under her home insurance policy after noticing staining in her living room and the skirting board coming away from the wall. Aviva arranged for a supplier to visit Ms S's property and they recommended trace and access was carried out to identify the source of the leak. Ms S raised a complaint about the way her claim was being handled.

On 5 January 2024 Aviva issued a final response to Ms S's complaint. It said it should have arranged trace and access sooner than it had done. It said its supplier had visited the property and believed the leak to be within the heating pipework and so it would be arranging a gas tracer survey to locate the leak. It acknowledged there had been delays dealing with the claim and offered £100 compensation.

Aviva's supplier identified two leaks which were subsequently repaired. Aviva's loss adjuster visited the property in January 2024 and noted the central heating pipework was dripping and so arrange its supplier to return and carry out further trace and access. Aviva's supplier visited the property again and a further repair was carried out. Aviva arranged for a contractor to carry out drying at Ms S's property.

Ms S raised a further complaint with Aviva. She was unhappy with the way Aviva were handling her request for information. She was also unhappy with the contractor Aviva had instructed to carry out the drying at her property.

On 25 April 2024 Aviva issued another final response to Ms S. It apologised for the way it had handled Ms S's request for information and said a team leader had emailed to explain what had happened. It apologised about her experience with its contractor and a new contractor was instructed. It offered Ms S £250 compensation as an apology.

Although a drying regime had been implemented, Ms S's property wasn't drying as expected and so Aviva arranged for further trace and access to be carried out. Aviva's supplier carried out a number of tests but was unable to locate a further leak. It said it thought it could be caused by rainwater/groundwater and recommended further investigation. Aviva arranged for a drainage survey to be carried out but this didn't identify any faults. Aviva told Ms S the outstanding issue could only be caused by missing or defective damp proofing which wasn't covered under the terms of the policy. It offered Ms S a settlement for the repair associated with the escape of water.

Whilst this further investigation was ongoing Ms S raised a further complaint with Aviva. She said she had remained in the property whilst drying was ongoing but the heat and noise made things very difficult. She said she had requested a disturbance allowance but was unhappy with the amount being offered. She said she was unhappy with the service she had

received from Aviva and from the loss adjusters. She was also unhappy with the supplier who carried out trace and access and didn't agree with its conclusions.

On 13 June 2024 Aviva issued another final response to Ms S. It said it had originally offered £20 per day for disturbance allowance but it had now agreed to increase this to £50 per day. It said it would raise a further £50 for the one day of disturbance allowance it hadn't already paid. It acknowledged a call Ms S had with it should have been handled better. It said it hadn't identified any handling errors by the loss adjusters. It said if Ms S disputed the conclusions from trace and access she could provide her own professional reports which it would review. It said the method of drying was invasive, but this was unavoidable. It offered Ms S £100 compensation as an apology. Following further discussion with Ms S, Aviva agreed to increase its offer of compensation to £250. Ms S didn't think this was reasonable and so referred her complaint to this Service.

In the meantime Ms S provided Aviva with a report from her own contractor, identifying a leak behind a kitchen appliance. At the beginning of August 2024 Aviva told Ms S it would arrange for its supplier to visit her property again to look into the leak that had now been found but told Ms S as it was a separate leak, it would be considered as a new claim. Ms S raised a further complaint with Aviva. She was unhappy with the way her claim had been handled. She said Aviva's supplier had missed the leak behind her kitchen appliance and this should be considered as one claim.

On 29 August 2024 Aviva issued a final response to Ms S's complaint. It said it had reviewed the reports provided by its supplier and hadn't found evidence the investigations had been carried out incorrectly. It said it thought had the new leak been present at the time of the investigations it would have been identified and the testing carried out was as thorough as it could have been. It said it hadn't identified delays with the loss adjusters. It said as the new leak was caused by damage in a different area and to a separate plumbing apparatus if Ms S wanted to claim for this it would be considered as a separate claim to the first.

Our investigator looked into things. She said she could consider the period following Aviva's final response of 5 January 2024. She said she didn't think Ms S would have agreed to alternative accommodation if offered to her as she didn't feel comfortable with the drying equipment being left on whilst she was on holiday. She said she thought the intense drying regime would have caused Ms S inconvenience. She said she thought the £50 per day disturbance allowance costs Aviva had paid was reasonable. She said she thought the conclusions Aviva had reached about the groundwater were reasonable based on the reports available to it, and the new report Ms S had provided didn't say how long the leak had been present for. She said she hadn't seen evidence the investigations into the leak hadn't been carried out appropriately and she didn't think it was unreasonable for Aviva to rely on the reports provided by its suppliers. She said she thought it was reasonable for Aviva to consider the newly discovered leak as a new claim. She said she thought there had been failings in the service Aviva had provided but the total of £500 compensation Aviva had offered was reasonable to acknowledge this.

Ms S didn't agree with our investigator. She provided a detailed response but in summary she said:

- It wasn't fair this Service wouldn't be able to consider all of her complaints because Aviva hadn't consented this Service to do so.
- Aviva's suppliers failed to check the kitchen utilities meaning the actual leak was missed until she arranged her own contractor.
- Due to this misdiagnosis she was left with a damaged property for a considerable length of time.
- The distress of having the initial drying company replaced hasn't been taken into

consideration.

- She wasn't offered alternative accommodation and she disagrees she wouldn't have accepted this had it been offered.
- The disturbance allowance Aviva have paid isn't sufficient and doesn't take into consideration the additional costs she incurred from having to be out of the house given the unsafe living conditions.
- The damage to her property should be considered as one claim and not two.
- Compensation in the region of £2,000 is more reasonable to acknowledge the distress and inconvenience she has been caused.

As Ms S didn't agree with our investigator, the complaint has been passed to me to decide.

What I can consider

This Service only has the power to consider certain complaints. The Dispute Resolution (DISP) rules set out what complaints this Service is able to consider. The rules set out, amongst other things, the time limits in which a complaint must be brought to this Service. The rules say this Service can't look at a complaint if it's been brought more than six months after the date the business sent its final response letter. This is unless the business agrees for this Service to look at the complaint, or there are exceptional reasons the complaint wasn't brought in time.

Ms S has received a number of final responses during her claim with Aviva. One of these final response letters was sent to Ms S on 5 January 2024 explaining she had six months from the date of this letter to bring her complaint to this Service. Ms S first referred her complaint to this Service on 9 August 2024, which is more than six months after the final response was sent. The complaint was therefore referred to this Service out of time. Aviva haven't consented to this Service considering this complaint.

This means this Service can only consider the complaint if exceptional circumstances meant it wasn't referred in time. Exceptional circumstances aren't defined in the rules, but we'd generally expect it to be something which prevented someone from referring the complaint in time. The rules given an example of where a complainant is or has been incapacitated.

Ms S has said there have been exceptional circumstances and so I've carefully considered what she has said. Having done so I don't consider there to be exceptional circumstances which have meant Ms S was unable to bring her complaint to this Service sooner than she did. Much of the exceptional circumstances she has shared relate to the way Aviva handled her claim rather than specific reasons why she was unable to bring her complaint to this Service. I also note in the six months following Aviva's final response, Ms S raised further complaints with Aviva, and so I think she was able to refer her complaint to this Service during this period.

For the reasons I've explained, I'm not persuaded exceptional circumstances have prevented Ms S from bringing her complaint to this Service in time. That means the complaint Aviva issued a final response for on 5 January 2024 isn't a complaint we can consider.

Ms S was sent three further final responses dated 25 April 2024, 13 June 2024 and 29 August 2024. I'm satisfied these complaints were referred to this Service in time and so can be considered by this Service. As part of this decision I've considered the events which took place following Aviva's final response of 5 January 2024 until Aviva's final response of 29 August 2024.

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.

I want to acknowledge I've summarised Ms S's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Ms S and Aviva I've read and considered everything that's been provided. I've addressed the key points separately.

Leak investigation

Ms S has said Aviva's suppliers missed the leak behind her kitchen appliance which delayed her claim and caused additional damage to her property. Aviva have said it hadn't found evidence the investigations into the leak hadn't been carried out appropriately.

When Ms S's property wasn't drying as expected, Aviva's supplier carried out investigations to locate the source of the leak. I can see from its report in May 2024, the supplier carried out visual inspections, a thermal imaging survey, a tracer gas survey, a pressure test and a flow and dye test, but were unable to locate a further leak. It said the water could be ground water or rainwater. Aviva arranged for a drain survey to be carried out and this didn't find any issues. Based on these reports, Aviva concluded the water entering the property could only be caused by missing or defective damp proofing.

I think it was reasonable for Aviva to reach the conclusion it did based on the evidence available to it. Numerous tests had been carried out by the appropriate experts in the field and it hadn't located any further leaks, such as the one found behind the kitchen appliance.

However, Aviva are responsible for the actions of its supplier, and so if the investigations weren't carried out appropriately, or the supplier missed the leak behind the kitchen appliance, Aviva would be responsible for this. And so, I've considered whether I think Aviva's supplier failed to identify the leak behind Ms S's kitchen appliance.

Ms S has provided a copy of a report from her own contractor who identified a leak behind a kitchen appliance. Whilst I acknowledge the presence of a leak, on balance, I'm not persuaded Aviva's suppliers have missed this leak when it carried out its investigations into Ms S's property. Aviva's suppliers carried out a number of tests, which are shown within its report, and the loss adjuster has confirmed a pressure test would have identified the leak behind the kitchen appliance had it been present at the time. In addition, Ms S's contractor hasn't said how long the leak behind the kitchen appliance had been present. Overall, I'm satisfied Aviva's suppliers carried out appropriate investigations and I don't think it failed to identify the leak behind Ms S's kitchen appliance.

Setting up a second claim

Aviva have accepted there is a leak behind the kitchen appliance and have considered this under a separate claim to the first. Ms S has said this should be considered as one claim given the damage to her property has been caused by a leak and it's in the same area of the property. Aviva have said the leak behind the kitchen appliance is a separate and independent leak to the first and so it would be considered as a separate claim.

Based on the evidence provided I think it's reasonable for Aviva to consider the leak behind Ms S's kitchen appliance as a separate claim. The original leaks were found in the central heating system, and the more recently identified leak was to the connection to the

dishwasher. Whilst I acknowledge the leaks are in the same room, given they are to separate systems, and are separate leaks, I think it's reasonable Aviva have considered these as separate claims.

Disturbance Allowance

Aviva have paid Ms S £50 per day disturbance allowance for the period she remained in her property whilst drying was taking place. Ms S has said she doesn't think this is sufficient based on her circumstances and the costs she incurred due to spending time outside of the property.

Disturbance allowance isn't something which is specified in the terms of Ms S's policy with Aviva. However, I would expect Aviva to consider paying Ms S disturbance allowance, taking into consideration additional costs she incurred due to remaining in her property whilst drying was being carried out. Disturbance allowance is paid to reflect these additional costs incurred and not to reflect the inconvenience of remaining in the property.

I've not been given persuasive evidence Ms S has incurred additional costs beyond the £50 per day Aviva have paid due to remaining in her property whilst drying was taking place. Therefore, I think the £50 per day Aviva have paid for disturbance allowance is reasonable in the circumstances. Therefore, I don't require Aviva to pay Ms S any additional disturbance allowance for this period.

Ms S remaining in her property

Ms S remained in her property whilst drying took place. Aviva have said it offered Ms S alternative accommodation, but she declined and chose to remain in the property whilst the drying took place. Ms S has said she wasn't offered alternative accommodation. She has said the property was hot and loud, and there were wires throughout the property.

Aviva's claim notes are consistent that Ms S was offered alternative accommodation but as she worked from home she decided to remain in the property. Based on the evidence provided I'm persuaded Ms S was offered alternative accommodation but decided to remain in her property.

In early May 2024, Ms S sent Aviva an email explaining she was finding it difficult in the property due to the noise and heat from the drying equipment. She said she had tolerated this to this point, but it was becoming unbearable. She said she would like the disturbance allowance to be increased to £50 per day and if this was refused, to be moved to another property.

Aviva explored options such as installing an air conditioning unit or kitchen pod but I can't see these options were further discussed with Ms S. Aviva agreed to increase the disturbance allowance to £50 per day as Ms S requested. I think Aviva should have offered Ms S the £50 per day disturbance allowance, or the alternative options of a kitchen pod or air conditioning unit and allowed her to decide what was most appropriate.

On balance, I think Ms S would have chosen to remain in her property as she was concerned leaving the drying equipment unattended, and was happy to remain in the property as long as the disturbance allowance was increased. I think it's possible Ms S would have given up disturbance allowance if alternative options had been explored. And so, whilst I can't ignore Ms S received the disturbance allowance she had asked for to remain in the property, I've taken into consideration Ms S may have been able to live more comfortably in the property had these alternative options been discussed with her. I've taking this into consideration when deciding reasonable compensation.

Claim handling

Aviva have acknowledged it hasn't handled Ms S's claim as it should have done and have paid a total of £500 compensation as an apology. Therefore, I've considered whether this is reasonable to acknowledge the impact caused to Ms S.

I acknowledge Ms S's claim has taken some time and required a number of visits to her property by Aviva's suppliers and contractors which has caused her a level of disruption. And whilst I think the majority of these visits were unavoidable, I think Aviva have made some errors during Ms S's claim which has caused her unnecessary distress and inconvenience. I don't intend to list every error Aviva have made, but I have highlighted some of the key errors I think Aviva were responsible for.

Ms S found the contractor Aviva originally instructed to dry her property unprofessional and so they needed to be replaced. This has caused a delay in Ms S's claim and she would have been caused distress by the way this was handled by the contractor.

I think there were other delays during Ms S's claim. For example, it took Aviva longer than it should have done to agree a disturbance allowance with Ms S. During this period she was unable to use her kitchen facilities and had made it clear to Aviva she was suffering from the heat and noise at her property. I also think Aviva took longer than it should have done to consider Ms S's claim after she provided it with the report from her own contractor. I can see she provided the report to Aviva at the end of June 2024, but it wasn't until the end of July 2024 that Aviva made a decision on how it would progress. This would have been distressing for Ms S given the outstanding damage to her property.

Taking into consideration the errors I hold Aviva responsible for, I think the total of £500 compensation is reasonable to acknowledge the distress and inconvenience Ms S was caused. Claims of this nature will always result in some level of distress and inconvenience, but I think this has been exacerbated by the way Aviva have handled Ms S's claim. I think compensation of this amount fairly takes into consideration the considerable distress and inconvenience Ms S has been caused in the circumstances.

My final decision

Aviva Insurance Limited have offered to pay Ms S a total of £500 compensation and I think this is fair in all the circumstances.

So my decision is that Aviva Insurance Limited should pay Ms S a total of £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 24 June 2025.

Andrew Clarke
Ombudsman