

The complaint

Miss H complains Aviva Insurance Limited didn't handle a claim against a home insurance policy fairly.

What happened

Aviva insured a property. The policyholder is Mr G, Miss H's (ex)husband. Both parties have a financial interest in the property, but only Miss H lives in it. Miss H was a potential beneficiary of the policy, and so is an eligible complainant under our rules. Miss H made a claim against the policy in late 2022 for an escape of water. Aviva accepted the claim, and Mr G gave his consent for Miss H to manage the claim.

Miss H complains Aviva has caused avoidable delays and its action(s) led to Mr G withdrawing his consent for her to manage the claim, which caused her a great deal of distress and inconvenience. The Investigator thought Aviva had caused material avoidable delays. She recommended Aviva progress the claim and pay Miss H £2,000 compensation in recognition of the distress and inconvenience she'd been caused.

Miss H indicated she was satisfied with the Investigator's recommendation. Aviva didn't accept the Investigator's recommendation. It said, in brief, the situation was complicated given the background dispute between Miss H and Mr G, it was trying to meet its obligations to both parties and it was satisfied with its approach. As an agreement couldn't be reached the complaint has been 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.

The claim is still ongoing, and much has happened since the Investigator's recommendation, so I must first set out here the scope of this final decision.

- Aviva responded to a complaint about delays in December 2023. Miss H says she didn't refer that complaint to our Service in time and she didn't ask our Service to consider it. I therefore won't consider it as part of this final decision.
- Miss H complained to our Service in June 2024. Aviva issued a final response letter in August 2024. I will therefore consider, as the Investigator did, matters from December 2023 to the date of Aviva's August 2024 final response letter.
- I recognise Miss H has made further expressions of dissatisfaction to Aviva since August 2024. If Miss H considers it necessary to bring a subsequent complaint to our Service, she can likely do so.

In December 2022 Mr G, via his solicitor and in writing, authorised Miss H to manage the claim. I understand he also spoke to Aviva. Miss H then paid the excess. The claim progressed, but for the reasons set out above, what happened up to December 2023 doesn't

fall within the scope of this final decision, so I won't provide the details of what happened here or make any findings on them.

In January 2024 Aviva received an email from Mr G. I've asked for a copy of the email exchange, but Aviva hasn't responded. But I understand Mr G had various questions about the claim and the claim settlement. The only response I've seen from Aviva was to say it had verbal authority for Miss H to deal with the claim and asked Mr G to now confirm in writing via his solicitor he gives his authority.

On the evidence available to me, I don't think it was necessary for Aviva to ask Mr G for this. I say this because it seems Mr G's solicitor provided written authority in October 2023, this was over a year into the claim and later when Mr G withdrew his authority (which I'll come on to), Aviva allowed Miss H to continue to deal with the claim anyway as it determined she was entitled to do so as a potential beneficiary of the contract of insurance.

I asked Aviva to set out what happened with the claim between December 2023 and August 2024. It didn't respond. From the complaint notes Aviva provided it appears there was no meaningful progress with the claim until June 2024, seemingly because of an issue with the signing of a tender. I can see reference to some customer service failings, including failed appointments/call backs. And I can see Aviva was aware of Miss H's health condition(s).

On 12 June 2024 Aviva emailed Miss H to say Mr G had revoked his authority and so it would no longer be able to communicate with her. Aviva then conducted an urgent review, recognised its mistake and assigned the claim to a senior manager to take forward on 25 June 2024. While I agree Aviva righted it's wrong quite quickly, the decision and time of uncertainty caused Miss H a substantial amount of distress at an already stressful time.

From 25 June 2024 until 29 August 2024 (the date of Aviva's August 2024 final response letter) I'm satisfied Aviva took appropriate control, progressed matters at a reasonable pace and the senior manager was clear, proactive and responsive. It follows I don't find Aviva caused any avoidable delays between these two dates and I find the customer service to have been satisfactory.

While the scope of this complaint is limited, the claim had already been ongoing for over a year for Miss H. I'm also mindful of her serious health condition(s). On the evidence available to me, Aviva did cause some material avoidable delays and provided some poor service, and this had a significant impact on Miss H. In all the circumstances I find £2,000 compensation fairly and reasonably reflects the distress and inconvenience caused.

The Investigator also recommended Aviva progress the claim and arrange alternative accommodation for Miss H. Aviva started actively progressing the claim from June 2024, a lot has happened since the Investigator issued her recommendation, and the scope of my decision is limited to August 2024. So, to avoid limiting/prejudicing/interfering, I make no specific direction on how the claim should be progressed.

I have a great deal of sympathy for Miss H. Any claim of this nature is going to be time consuming and stressful, and it's been even more so for Miss H given the dispute between her and Mr G, and her serious health condition(s). But our Service doesn't manage claims, and so while I accept she would likely prefer our Service remain involved, this final decision marks the end of our involvement outside of a new complaint. I wish her all the best.

My final decision

I uphold this complaint and require Aviva Insurance Limited to pay Miss H £2,000 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 1 September 2025.

James Langford
Ombudsman