

The complaint

Miss C & Mr M complain about how Aviva Insurance Limited (“Aviva”) handled their claim for storm damage to their home.

When I mention Aviva I also mean its suppliers and contractors.

What happened

Miss C & Mr M had a home insurance policy with Aviva

In February 2022 their house suffered damage in a storm. They contacted Aviva and made a claim. Aviva sent a loss adjuster who assessed the damage, which was to the roof tiles on all sides of their house, and internal damage caused by rainwater leaking in.

The storm was large, and Miss C & Mr M struggled to speak to Aviva due to the demands on its service.

Aviva used a main contractor to carry out the work, but as it was acting on Aviva’s behalf as its agent, I’ll refer to the contractor’s actions as being Aviva’s throughout this decision.

Aviva carried out emergency repairs by fixing a tarpaulin over the largest hole. But they could still hear rain coming in and told Aviva about this.

Aviva arranged for the roof repairs to happen in summer 2022. Miss C & Mr M asked for additional work to be carried out by Aviva’s contractor, at their cost.

When the roof work was completed, Aviva’s contractors left site. But there was still damage internally to resolve. Miss C & Mr M complained to Aviva which re-surveyed in February 2023. But still no work was carried out. Some areas of internal damage happened, such as to the bathroom ceiling, that weren’t authorised by Aviva’s initial survey, but seem to have happened later due to the leaks not being fixed promptly.

Miss C & Mr M remained unhappy and escalated their complaint. They complained that there is still daylight visible through the repaired tiles, and that Aviva complete the needed repairs. They also ask for a breakdown of costs. They asked for a cash settlement for the internal work that still needed done, and Aviva said it would pay just over £1,900 for this. Miss C & Mr M rejected this amount as they said the work couldn’t be completed for that amount.

Aviva offered them £200 compensation due to its communication and delays.

Miss C & Mr M brought their complaint to this service. They ask that their claim is settled, and they would prefer this by a cash payment. They also ask for an apology and point out that Aviva failed to take into account their medical conditions.

Our investigator looked into it and thought it would be upheld in part. He thought Aviva should pay an increased settlement figure, to include the bathroom ceiling. He said he thought Miss C & Mr M could have been more pro-active by chasing between December

2022 and February 2024, but also Aviva hadn't progressed their claim.

He thought it should pay a total of £350 compensation for Miss C & Mr C's distress and inconvenience, which included the £200 it'd already offered.

Miss C & Mr didn't agree with the view. They don't think the compensation level is enough for what they've been through, and they don't think the internal works can be carried out for the rate Aviva said it would pay.

Aviva didn't respond to the view. Because it didn't respond further, and because Miss C & Mr M didn't agree, their complaint has been passed to me to make 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.

Following the view, I asked Miss C and Mr M for more information about why they hadn't chased up Aviva during 2023. I also asked them to tell me what their preferred method of settlement of the claim would be – whether that would be cash in lieu of repairs, or for Aviva to carry out the work. But they didn't reply to my messages.

I also asked Aviva for reasons why its claims file was closed in December 2022 as "payments made", and for a copy of the internal repair notes from the same time. It didn't reply.

What this means is I now need to make a decision based on the evidence on file.

So, having read the file of information, I'm upholding Miss C & Mr M's complaint.

I've read about the situation Miss C & Mr M found themselves in after the storm. They called Aviva, which agreed that the claim was covered, and seems to have agreed that both external and internal repair work was needed.

Aviva then arranged for temporary repairs to be put in, but it appears that the temporary work was only carried out to the front of their home.

So, rainwater continued to leak in from the rear and side of their property and caused further damage.

Miss C & Mr M told Aviva about this within ten days of the storm happening. They asked for help, and told Aviva what they thought the cause of the problem was (an incomplete temporary repair).

Aviva had assessed the level of internal repairs required, and provided a 'Scope of Works' (SOW) for those. But because water was still coming in through the unfixed roof, water damage was still happening inside Miss C & Mr M's home. And this damage wasn't included in the original SOW.

This seems to have led to an extraordinary series of misunderstandings. And I'll say that Aviva's main contractor here doesn't seem to have understood the situation or dealt with the claim well.

At one point, Aviva told Miss C & Mr M that there would be a second claim, and second excess payment, required. This seemingly came about because Aviva told its contractor to

re-repair the temporary repairs it hadn't done successfully.

Their home was re-inspected by Aviva in December 2022. Aviva hasn't supplied a copy of the report, but I can see from the file that the claim was closed in late December 2022.

What I'm able to say is that I don't think Aviva's actions were good here. I've said above that the repair work was carried out by suppliers and contractors, and it seems to me that those companies simply didn't communicate or correspond effectively with each other, with Miss C & Mr M, or with Aviva itself.

Because Miss C & Mr M haven't provided me with the extra information I asked for, it's difficult for me to find a way forward that I think is going to be acceptable for them.

What I think I can say is that Aviva now needs to deal with the remaining areas of the claim for storm damage from 2022, and the consequential damage that happened because its repairs weren't good enough. What this means is that Aviva can provide Miss C & Mr M with its own contractor to carry out the works, or Miss C & Mr M can obtain quotations for the work and these can be discussed with Aviva before they are paid cash-in-lieu. For the avoidance of doubt, I think this includes areas like the bathroom ceiling, and other areas where it's reasonably shown that the damage happened because of the storm, or because of Aviva's poor repairs.

I think it's fair I say that this service would support Miss C & Mr M's choice in how the repairs are carried out.

I've also thought about the distress and inconvenience caused to Miss C & Mr M by Aviva's actions. I've mentioned above that I don't think Aviva's service has been very good throughout Miss C & Mr M's claim, and its contractors haven't dealt effectively with the issues. But I need to balance that poor service against Miss C & Mr M not chasing up Aviva during the period they were affected, which was more than a year. Without evidence to understand why they didn't progress their claim, I think the appropriate compensation should be set at £350 in line with this service's guidelines.

I'll also say that Miss C & Mr M may be able to make further complaints to Aviva about the repairs, which may reach this service in due course.

My final decision

It's my final decision that I uphold this complaint. I direct Aviva Insurance Limited to:

- Settle the remaining parts of Miss C & Mr M's claim in line with the policy terms, to include the damage to the bathroom area and damage caused by the storm and the poor quality repairs carried out by Aviva. The claim may be settled by Aviva's contractors carrying out the repairs, or by a cash-in-lieu settlement, or a combination of both in line with Miss C & Mr M's wishes.
- Pay Miss C & Mr M a total of £350 compensation for their distress and inconvenience caused by its poor communication and claims delays. This includes the £200 compensation already offered.

Aviva Insurance Limited must pay the amount within 28 days of the date on which we tell it Miss C & Mr M accept my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C and Mr M to accept or reject my decision before 14 August 2025.

Richard Sowden
Ombudsman