

The complaint

Mr R complains Aviva Insurance Limited hasn't settled his home insurance claim fairly.

Mr R is represented. For ease of reading, I'll refer to their actions collectively as Mr R's.

What happened

Mr R made a claim against his Aviva home insurance policy for an escape of water in August 2023. Aviva accepted there had been a leak from the boiler but didn't consider there was damage for it to put right. Dissatisfied with this, Mr R complained to our Service.

An Investigator recommended Aviva settle the claim in line with the policy terms. This included replacing the living room and hallway carpets and decorating those two rooms. The parties agreed to this as a resolution to that complaint.

This complaint is about the claim settlement. I understand much of the claim, such as storage and carpet costs, have been paid. Matters outstanding are the cost of the decorating, Mr R's representative's costs, and the cost of a replacement bookcase.

The Investigator didn't recommend the complaint should be upheld. This was because, in brief, she was satisfied Aviva had acted fairly based on the evidence and arguments presented to it. Mr R disagreed and so the complaint was passed to me to decide.

I issued a provisional decision. I said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As set out above, there are three matters outstanding: the cost of the decorating, Mr R's representative's costs, and the cost of a replacement bookcase. I will consider each in turn.

Decorating costs

Aviva agreed to the decorating costs as part of the resolution to the previous complaint. But it declined to instruct its own contractors as it had concerns with guaranteeing the work because of what it considers to be non-claim related damp issues. Aviva accepts to settle the claim it needs to pay Mr R what the decorating would reasonably cost him.

The decorating has been completed, and Mr R paid the decorator £9,000 (£7,500 plus VAT). He seeks reimbursement of this sum, plus interest, from Aviva. Mr R says the cost was high because he wanted to use a reputable builder, lives in a rural location, and wanted the decorating completed in the summer, which limited his options.

Aviva wasn't satisfied Mr R had adequately evidenced £9,000 represented

reasonable costs. It therefore calculated what it thought was fair based on what it knew about the decorating needed using its own rates, plus a 20% uplift in recognition of Mr R having the decorating completed himself (i.e. outside of its network rates). It offered him £1,658.07.

I find it was reasonable for Aviva to be concerned with what it was being asked to pay. The initial quote included work it had already paid for (such as carpet removal and disposal) and lacked details one would ordinarily expect, such as the cost of materials and labour. Mr R has since provided a further breakdown, which I will set out below.

Labour £250 x 15 days	£3,750
Approx material costs	£550
Overnight Accommodation	£1,700
Profit margin @ 20%	£1,500

Total cost	£7,500
VAT	1,500

TOTAL	£9,000
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Our Service asked Aviva for its comments, as is appropriate when new information is provided. It said, in brief, 15 days seems excessive to decorate a lounge and hallway, it would still expect to see details for materials, and it wouldn't be responsible for overnight accommodation or a profit margin.

I find I'm in agreement with Aviva. 15 days does seem excessive, as does £550 for materials, for two modestly sized rooms. I accept Mr R's location is somewhat rural and he had his preferences, but I don't find Aviva can fairly be expected to pay for the decorator's overnight accommodation because I'm not persuaded there wasn't a local option.

A decorator's profit, as I understand it, comes predominantly from the labour charge. I'm not satisfied a £1,500 profit, on top of what I think is more likely than not a fairly generous day rate, was appropriate. I further note Mr R appears to have been charged VAT on the overnight accommodation and profit margin, which is unusual.

While I recognise Mr R has paid the decorator £9,000, I don't think there is a fair and reasonable basis to require Aviva to reimburse him this amount because Aviva's concern that the £9,000 doesn't represent reasonable costs for what it's responsible for is fair, reasonable, and not contrary to the evidence.

Mr R's representative's costs

Mr R's representative is his daughter, who's also his power of attorney ("POA"). She says, in brief, she lives a long way away and to manage the claim, she incurred travel costs (£1,530) and accommodation costs (£2,535). I understand Mr R has reimbursed her and seeks reimbursement in turn from Aviva.

I'm not going to require Aviva to reimburse Mr R for these costs. This is because I wouldn't ordinarily expect an insurer to reimburse a family member for assisting a policyholder and I can't fairly hold Aviva responsible for the distance apart they live. And even if I could be persuaded but for Aviva's failings, less costs would have been

incurred, I note the following:

- There are 12 journey/stays, generally a month apart. Can I be satisfied they were wholly or predominantly claim related, rather than a daughter visiting her father?
- Hotel stays appear to be mostly for two nights. Was this necessary? And could Mr R's daughter not have stayed in his three-bedroom home?

A replacement bookcase

Mr R says a wooden bookcase was damaged by the escape of water. He spent £110 on a replacement and seeks reimbursement from Aviva. Aviva says the bookcase was left on a wet carpet for weeks. It says this, combined with the late notification of the claim (meaning drying was delayed) caused the damage to the bookcase. It's declined to reimburse Mr R.

That the bookcase was left as Aviva has said doesn't appear to be in dispute. Indeed, I can see it in situ in a photograph taken by Aviva's agent about seven weeks after the date of loss. While I take on board Mr R's comments about it being made of chipboard, I'm not persuaded the bookcase being relocated in a timely manner wouldn't have saved it.

Overall

I have a great deal of sympathy for Mr R. This escape of water has impacted him a lot and the claim hasn't gone as smoothly as he would have liked. I also accept he's likely out of pocket because of this claim. But I must approach this matter objectively. And having done so, I find there isn't a fair and reasonable basis for me to require Aviva to do anything more.

My provisional decision

I don't intend to uphold this complaint.

Aviva didn't provide any further evidence or arguments for me to consider. Mr R responded to disagree with my provisional decision. He said, in summary:

- my provisional decision didn't address Aviva's original claim decision, claim delays, the cost of a report, or errors on the part of the Investigator;
- It was reasonable and necessary to instruct the builders he did, at the cost he did, given Aviva's refused to do the work, and Aviva's costs are unrealistic;
- His representative's costs were claim related, the travel costs were necessary because of the distance involved and accommodation was necessary because his property isn't configured for a guest and two dogs; and
- The bookcase was contaminated by the initial deluge of water and couldn't be saved.

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 complaint about Aviva's original decision to decline the claim, and any delays associated with that, formed the basis of the previous complaint. It's not appropriate, given both parties accepted a resolution and payments have since been made, for me to consider that subject matter again. This complaint is solely about what has happened since, i.e. the

dispute over how the settlement has been carried out. It follows I make no findings on the claim decision or claim delays as part of this final decision. Nor is it appropriate for me to comment on the Investigator's conduct as part of this final decision against Aviva.

Mr R seeks reimbursement of £586.67 for a report. The report was completed by a suitably qualified professional, but that suitably qualified professional was a close relative. There is no invoice. Instead, I have been presented with a list of expenses, including £347.97 for overnight accommodation and £108.80 for food. I'm not going to require Aviva to reimburse these costs because I wouldn't expect an insurer to pay a relative's costs to support a claim, the report made no material difference to the claim because it wasn't independent, and the costs themselves don't appear to be reasonable in the circumstances.

Having carefully considered Mr R's recent comments, as well as reconsidered all the evidence and arguments previously presented to me, I'm still not satisfied there is a fair and reasonable basis for me to require Aviva to reimburse Mr R the other costs he seeks. I say this because:

- while I recognise he wanted the work done, done well and in a timely manner, and has raised various questions about the reasonableness of Aviva's offer, I have been asked to require Aviva to reimburse £9,000. I remain of the opinion it was fair and reasonable for Aviva to decline this request because I don't find it represents reasonable costs, for the reasons I set out in my provisional decision;
- Mr R has been clear his representative's involvement was necessary for the claim to succeed – and the travel and overnight accommodation costs were unavoidable. I accept his representative has been of great assistance to Mr R. But the terms of the policy do not provide any provision to pay the policyholder for a representative's costs in making the claim. And as I've outlined previously, I wouldn't expect an insurer to cover the costs of a family member supporting another; and
- I remain of the opinion, based on the evidence available to me, the bookcase could more likely than not have been saved had it been relocated in a timely manner rather than left on a wet carpet for a significant amount of time.

I accept Mr R will be disappointed with my final decision. But my final decision brings an end to what our Service – in attempting to resolve this complaint quickly and with minimal formality – can do for him. If Mr R wants to pursue this complaint further elsewhere, he can reject my final decision and do so. Our Service cannot consider this complaint further.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 10 September 2025.

James Langford
Ombudsman