

## The complaint

Mr P complains that Aviva Insurance Limited (“Aviva”) has provided him with unsuitable alternative accommodation (“AA”) in relation to an escape of water claim made under his home insurance policy.

Any reference to Mr P or Aviva includes respective agents or representatives.

## What happened

The background of this complaint is well known to all parties, so I’ll just provide a summary of events.

- In early 2025 Mr P’s home was impacted by an escape of water. He made a claim to his home insurance provider – Aviva – and it put him in a hotel with a food allowance as his home was uninhabitable.
- In February 2025 Aviva has said its agent shared the details of several properties with Mr P for a longer-term location as his AA. There was some back and forth as Mr P said some of these were unsuitable. Aviva put forward a particular property which Mr P agreed to view.
- Mr P was given an inspection report (provided by an estate agent) detailing the condition of the property. Aviva says Mr P agreed to inspect the property in person and he confirmed to Aviva he’d viewed the property in March 2025 and was “happy” to accept it. A six-month tenancy was signed between Mr P and the landlord, which Aviva would fund as his ongoing AA. The tenancy was due to begin on 14 April 2025.
- On 14 April 2025, Mr P raised concerns about the property and told Aviva he wouldn’t move in. He said there was mould on a wall, the upstairs windows had blown and were allowing a draught due to the size of the gaps in the frames, a bathroom window was not closing properly, a kitchen light switch wasn’t working, and he said the condition of the kitchen was poor.
- Aviva said it spoke to the landlord who was eager to fix any outstanding issues and said no issues had arisen since Mr P’s own inspection. Aviva also said the landlord sought to contact Mr P directly, but he’d not responded.
- An inspection report was produced by Aviva’s agents on 9 May 2025. This highlighted issues within the property and steps to resolve them, including works to windows, resealing and repainting a wall, and some repairs in the kitchen. Aviva said since Mr P had viewed the property, these issues would’ve been known to him.
- Across this time, Aviva agreed to maintain Mr P’s hotel stay for a period and provide him with continued food allowance up until 2 June 2025. It said this would give the landlord time to complete the necessary repairs, and if these weren’t completed by this date, it would reconsider this point. It said after this point (if the repairs were complete) the hotel costs would fall to Mr P as it couldn’t justify paying for two locations of AA for him.
- Following a complaint from Mr P, Aviva provided a final response letter to Mr P on 27

May 2025. Mr P had raised other concerns around this time about Aviva's communications, pressure applied to him, and wider handling of the AA situation. In summary, Aviva said:

- It placed Mr P in suitable AA after the claim was made and taken reasonable steps to find a more suitable long-term location.
- It recognised that a desired property was accepted prior to Mr P viewing it and this was disappointing. It said this was outside of its control and it could not hold open market properties.
- Mr P had agreed to the AA in question following his own inspection in March 2025. It recognised the initial inventory provided to Mr P prior to signing the contract was not accurate, but said the issues would've all been apparent to Mr P during his visit. So, it assumed he'd either agreed on the basis the landlord would complete the repairs prior to moving in, or they weren't significant to him, or he didn't conduct an adequate inspection.
- While the property was "*tired*", it was habitable. The landlord had reached out to resolve the issues and if there was any delay it may further extend the hotel stay for longer than currently agreed. After Aviva was told there was no furniture at the property, it attempted to have Mr P's furniture delivered to him but he had delayed this and not engaged with its agents.
- Aviva agreed with Mr P that the letting agent hadn't acted reasonably. But Aviva said it, nor any of its agents, were connected to them. So, Mr P would need to complain to them directly. It also said the landlord had acted reasonably in trying to resolve issues.
- Aviva said its message that it could not continue to pay for multiple AA properties was accurate. And it acted reasonably by providing additional time in the hotel and food costs.
- Mr P brought the complaint to this Service. He reiterated concerns about Aviva pressuring him into taking the property in question, and he included details of issues that had come to light after the final response was issued.
- One of our Investigators looked into what happened up until the point of Aviva's final response of 27 May 2025, and didn't uphold the complaint, saying:
  - It wasn't unfair or unreasonable for Aviva to rely on Mr P's confirmation the property as suitable prior to it signing the six-month contract. While she agreed there were discrepancies in the inventory, she said these issues would have been evident to Mr P at the time of the viewing, and his opportunity to raise any concerns was at this time. So it wasn't fair to hold Aviva responsible for the condition of the property given Mr P's actions.
  - There was no evidence to support Mr P had been pressured into taking the property, taking into account the back and forth between him and Aviva regarding various properties.
  - Aviva had taken reasonable steps to engage with the landlord to put matters right and enquire about ending the contract earlier in light of Mr P's concerns.
- Mr P disagreed and provided a detailed response. In summary he said:
  - It was unfair to limit the investigation up until the final response as some matters had worsened since this time.
  - It wasn't reasonable to expect Mr P to have identified the defects in the property. He said many of these would not have been visible without intrusive checks – including damp behind the walls, issues with a pre-payment meter,

- leaks, presence of vermin, and a faulty washing machine. And he'd relied upon the initial inventory report and verbal assurances from the estate agent.
- Aviva's agent *had* pressured him, and he referenced an email suggesting funding for hotel would end if he refused to accept this property.
  - The letting agent was related to the landlord and this was not disclosed to him. He said this raises concerns about actions of those involved.
  - Mr P's contract was with Aviva, so any actions on part of its agents falls to Aviva. Therefore, he should not have to resolve matters with the landlord directly.
  - The property's current condition is not fit for human habitation in line with relevant law. And the absence of internet access had been overlooked by our Service, and forms part of the "like-for-like" promise Aviva's policy provides. And this requirement for the internet is essential to Mr P's work.
  - Mr P requested Aviva to provide suitable AA without delay alongside compensation for the distress and inconvenience caused.
- The Investigator looked again but this didn't change her mind. She said:
    - The scope of this complaint up until Aviva's final response letter was based on our jurisdiction and rules, not her own discretion. And she invited Mr P to make a further complaint about the matters that followed if he was unhappy.
    - Mr P had internet access at the hotel he'd stayed in, but she didn't expect Aviva to provide this sort of utility as part of a long term let. Aviva said it would expect a consumer to transfer their existing internet package with an existing provider to the AA property, and she thought this was reasonable.
    - The issues Mr P had raised sounded less than ideal, but she didn't agree these made the property uninhabitable and believed these could be mitigated/resolved by engaging with the landlord. While Aviva funded the tenancy, Mr P is the direct tenant of the landlord so it would be for him to engage with the landlord. And she was satisfied Aviva had reasonably sought to support Mr P with this.
  - Mr P still disagreed, so the complaint has been passed to me for an Ombudsman's final decision. As part of his response, Mr P reiterated his concerns and asked for the matter to be reviewed entirely afresh.

### **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.

My role as an Ombudsman at this Service requires me to say how I think a complaint should be resolved quickly and with minimal formality. That means I'll focus on what I consider to be the crux of the complaint. Mr P's submissions to this Service and Aviva are extensive. Within this decision I won't be responding in similar detail. This is not intended as a discourtesy, but a reflection of the informal nature of this Service.

When considering what's fair and reasonable in the circumstances, I have taken into account the relevant law and regulations, regulator's rules, guidance and standards and codes of practice.

Having done so, I'm not upholding this complaint. I'll explain why.

In this case there's no dispute over the escape of water claim Mr P has made. And the focus of Mr P's complaint is about Aviva's actions regarding the provision of AA as well as its condition once he was due to move in. I'll consider Mr P's points in turn.

Mr P has said Aviva's agents failed to give him meaningful information to allow him to search for AA including a specific financial limit. And he raised concerns about the level of involvement that was asked of him during this time.

Aviva said it deliberately did not give a set figure as it was open to consider prices for a suitable AA. Mr P has said he was frustrated by this, and while this might be the case I can understand Aviva's position that the specification of a particular value may have led to Mr P feeling limited by a certain price when this may not have been the case. And having carefully reviewed the history of events, I don't think Aviva has been unreasonable to request Mr P's engagement as it did.

Mr P raised concerns about the actions of one of Aviva's agents and their communication after a sought-after property was taken off the market. Aviva said its agent used whatever method Mr P was using at the time. It strikes me the crux of the disappointment for Mr P was the property being taken off the market, not the method of delivery of the news. So, this isn't something I'd look to make any award for even if I felt Aviva could've handled this better.

Mr P says he was under pressure to accept the property in question. Aviva disagreed, saying if Mr P had declined it, it would've continued to search. And it said it wouldn't have pushed Mr P into a property that was unsuitable or that he was unhappy with. Mr P disagrees, saying he was told that his AA in a hotel would not be extended without him funding this himself - and he described this as financial coercion.

Aviva said the email Mr P referred to was from 24 April 2025 – after the date he'd signed the tenancy. And the agent's comments were reflective of Aviva paying for both a hotel and property at the same time.

I've reviewed all of the correspondence between parties, and I've seen nothing to suggest or support Aviva pressured Mr P into accepting the property he agreed to. Following the viewing in March 2025, Mr P wrote in an email:

*“Good evening [individual]*

*Had a great viewing with the agent on Saturday.*

*Happy to accept this property.*

*Would be grateful if the deposit could be taken care of.*

*The landlord was not there but the Agent said he will contact you on Monday....”*

I'm assessing this allegation in light of the evidence available to me. The language here doesn't suggest pressure or Mr P accepting a property under duress nor one he didn't want or didn't meet his needs. And prior to viewing this property, other properties had been put forward and not accepted by Mr P. I think this further supports his free choice within this matter.

Furthermore, Aviva's commentary regarding not funding two properties at the same time seems a sensible one to me if the property was indeed habitable (which I'll discuss below). I'd expect an insurer to act prudently with its funds, and funding two locations does not seem sensible where this could be avoided.

It's not in dispute that Mr P was initially given an inspection report regarding the property in

question that wasn't accurate. I've reviewed Aviva's own report from 9 May 2025 which detailed the condition of the property. It highlighted certain issues such as blown front windows but made clear these were still functioning albeit with mildew marked seals in places. It also mentioned a handled issue to a bathroom window, and damp marks on a wall which would need resealing and repainting. And issues within the kitchen including a failed drawer front and a light switch not working as it should.

The conclusion of the report states the landlord is eager to rectify issues and wished to start these straight away. Having reviewed this report, I'm satisfied the property did have issues at the point Mr P was due to move in. And based on those concerns raised at the time, the majority of these (the windows, mould on a wall, light switch not working) would've been matters that were reasonably apparent during an inspection.

As I've outlined above, Mr P told Aviva that he'd visited the property and was happy to proceed. And I think his comments were clear on this point. Aviva has put forward a suggestion that Mr P in fact didn't visit the property. But regardless of whether Mr P did inspect the property, it's evident he *told* Aviva that he did and that he was happy to accept it. And I think Aviva's decision to proceed with the let on this basis was reasonable.

Mr P says Aviva is accountable for the actions of the landlord/estate agent as he regards them as functioning as agents of the insurer. And he raised concerns about the landlord's engagement, including use of language like "*bro*" and "*mate*" which he took offense to, as well as an undisclosed family connection between the landlord and estate agent.

Mr P is correct to say that this Service would hold Aviva accountable for the actions of its agents. But I disagree that either the estate agent or landlord would be considered to be agents of Aviva in this instance. Aviva's role here was to pay for the accommodation, but the relationships here are between Mr P and the landlord, and Mr P and the estate agent.

So, even if I had concerns about the estate agent or landlord, I don't think it would be reasonable to hold Aviva accountable for this. Particularly given Mr P's confirmation to Aviva that he was happy with the property following his inspection. Aviva said it had seen nothing to support its agent commented on the condition of the property. I also haven't seen anything reflective of this, but even if this were the case it wouldn't cause me to overlook Mr P's own confirmation of the property's condition.

In any case, all of these issues (even combined) wouldn't persuade me this property was not habitable. I say this as to satisfy me a property was uninhabitable I would be looking to see if it was unsafe to live in, or it was without essential facilities (such as a W/C). The issues Mr P has raised certainly may make the house less desirable to live in, but I'm not satisfied these would amount to a health risk or uninhabitable based on the evidence provided.

Mr P referenced other issues that became apparent later, including a leaking kitchen tap and issues with a washing machine. I won't comment on matters that occurred after Aviva's final response letter – but on their face, neither of these issues would satisfy me the house was uninhabitable. Mr P has pointed to legislation he says should change my mind, but I disagree the condition of the property reported (for the period I'm considering) amounts to it being unsafe or uninhabitable.

Aviva has accepted that its communication across its various agents and direct staff should've been clearer with Mr P regarding the issues at the property did not make it uninhabitable, and that it was expecting him to move in by 2 June 2025. I've reviewed this and I agree a unified voice from Aviva would've aided its messaging.

I've gone on to think about Aviva's actions following Mr P raising concerns. Aviva extended

Mr P's hotel stay to allow the landlord time to put matters right and included a continuation of the food allowance that it had previously provided. It also sought to arrange furniture to be moved in quickly. It also engaged with the landlord in an extended back and forth and reached an agreement that early release from the six-month contract may be possible providing a replacement tenant was found. So, from what I've seen, Aviva has done what it reasonably could to help resolve the situation.

I've also reflected that these were steps that I think Aviva didn't necessarily need to take in light of the fact I'm satisfied the property was habitable – while not ideal. And in turn, this satisfies me that Aviva was taking Mr P's discomfort seriously and was actively trying to support him despite it not being at fault for the issue to begin with.

Mr P has been clear he requires internet to carry out his employment, and he's raised concern this is not available at the AA property. Aviva has told Mr P that its expectation would be for a consumer to transfer their current provider to the AA address. It also said Mr P didn't move into the AA until around two months after the initial move in date – so he'd had sufficient time to arrange this.

Mr P has said he wasn't aware of this and had terminated his previous provider, and he said he wasn't told to *not* cancel this. Mr P has also said he felt this was something that should be included within the property provided.

I've seen nothing to suggest Aviva assured Mr P that internet/Wi-Fi would be included at the AA address in question. And it would strike me as an usual provision in a rental agreement of this type. Aviva's point about transferring it from a current address is what I'd usually expect to see. Mr P has said Aviva ensuring this was provided at the address would ensure like-for-like cover what he was entitled to. However, I disagree with his interpretation.

Mr P previously paid for the provision of Wi-Fi at his home address. So, like-for-like cover for him would be to provide an address that has the capacity to receive a phoneline/Wi-Fi – the same as his home address. And this is what Aviva has done.

Aviva (and other insurers) typically may cover costs for Wi-Fi when in AA where this couldn't be transferred (like a hotel) as it would otherwise mean the policyholder would be effectively paying additional costs for something they normally have. And for these reasons, I'm satisfied Mr P's decision to cancel his own agreement is his own, and I wouldn't expect this to be something that Aviva would fund.

Mr P has raised concerns about looking only up until the date of Aviva's final response letter. For the reasons our Investigator has previously given, this is not a matter of discretion and instead relates to the jurisdiction and rules of this Service. Should Mr P raise a concern about the matters that followed – he may be able to bring this matter to our Service for a review (subject to usual rules).

In summary, I think Aviva has acted fairly and reasonably in supporting Mr P and in handling this AA issue. While I recognise he may have been misled by other parties, I'm not satisfied this was the fault of Aviva, nor did those parties amount to agents of Aviva. In places I think Aviva's communication could've been more aligned – as it has admitted to – but this wasn't to the extent that I'd make an award for given its minor impact.

### **My final decision**

For all of the above reasons I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or

reject my decision before 18 February 2026.

Jack Baldry  
**Ombudsman**