

## **The complaint**

Mrs B and Mr P complain Aviva Insurance Limited (“Aviva”) caused delays to their claim on their property insurance policy following a fire and failed to mitigate the loss. They’re also unhappy Aviva initially decided to settle the claim on a proportionate basis as it considered they’d misrepresented their circumstances. Due to all of this, Mrs B and Mr P say they’ve been left out of pocket and have been left living in unsuitable alternative accommodation.

Mrs B and Mr P have another complaint about the seller of the policy but this Final Decision is about Aviva only.

All references to Aviva include its agents.

## **What happened**

Mrs B and Mr P took out a property insurance policy in November 2024 following the purchase of their new home. At the beginning of December 2024, there was a fire at Mrs B and Mr P’s home. So they made a claim on their policy.

Aviva instructed a loss adjuster to visit Mrs B and Mr P’s home a few days later. During this visit, Mrs B and Mr P say the loss adjuster told them he’d recommend Aviva pay £10,000 to cover emergency expenses. They also say they were told they’d get support in finding alternative accommodation. Mrs B and Mr P are unhappy it took around a month for any payment to be made to them and they weren’t contacted about alternative accommodation.

In his report, the loss adjuster highlighted that Mrs B and Mr P’s property was of non-standard construction. Aviva thought this hadn’t been disclosed at the time of the sale of the policy as it highlighted Mrs B and Mr P agreed in the statement of fact that the property was of standard construction. So it considered a misrepresentation had been made as it would’ve charged more for the policy if it was aware. And at the end of December 2024, Aviva decided to settle Mrs B and Mr P’s claim on a proportionate basis.

On 19 December 2024, Mrs B and Mr P instructed a loss assessor to manage the claim on their behalf. They think it was necessary to move things along and Aviva should cover the fees. The loss assessor flagged to Aviva that the statement of fact included an endorsement that the construction was non-standard. But Aviva said this was applied because the property had a flat roof and not because the type of construction had been correctly declared. After some back and forth between the parties, Mrs B and Mr P raised a complaint. At the end of February 2025, Aviva decided to settle the claim in full.

Mrs B and Mr P say while Aviva was deciding the claim, they were left in severe difficulty as they couldn’t afford appropriate accommodation if the claim wasn’t paid in full. So they had to stay with family and in short term rented accommodation. They’ve explained suitable properties weren’t available in their price range so they signed a long-term agreement for a rental property which is too small for them. They’re also unhappy Aviva didn’t secure their property so it was damaged further by severe weather, complicating reinstatement.

As the complaint wasn't resolved, Mrs B and Mr P asked our Service to look into things. Our Investigator upheld the complaint and recommended Aviva pay £500 to make up for not making the emergency payment sooner. But he didn't think it needed to do anything else. Mrs B and Mr P didn't agree this was fair so the complaint was 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.

I'm sorry to hear about the very distressing experience Mrs B and Mr P have had in their home, I can understand the impact this must have had on them and their family. And I thank them for taking the time to provide the comprehensive information they have.

I've summarised this complaint using my own words. I'm not going to respond to every single point made by the parties involved and instead I've focussed on what I think are the key issues here. Our rules allow me to do this and it reflects the informal nature of our service. But I'd like to reassure the parties that I've given careful consideration to all of the submissions made before arriving at my decision. Having done so, I've decided to uphold this complaint in the same way as our Investigator and for broadly the same reasons.

### *Delays and loss mitigation*

Mrs B and Mr P made their claim on 6 December 2024. Within a few days, Aviva had appointed a loss adjuster to validate the claim. And by the end of that month, Aviva had investigated the possible misrepresentation and communicated to Mrs B and Mr P that it would be partially settling the claim. Whilst the misrepresentation element of this complaint has been resolved as Aviva has agreed to settle the claim in full, Mrs B and Mr P have explained this being raised and investigated, significantly impacted the progress of the claim. But considering the information recorded on the statement of fact – that the property was of standard construction when it wasn't – I don't think it was unreasonable for Aviva to look into this further. And I'm not persuaded it unreasonably delayed things while it was doing so.

I know in the circumstances Mrs B and Mr P were in, the time Aviva took to decide the claim must've seemed too long to them. But claims of this nature can take some time to investigate before a decision can be reached by the insurer. And considering the amount of time that passed between when Mrs B and Mr P first made their claim and when Aviva let them know it had accepted it in full – around two and a half months – I don't think Aviva caused a significant or unreasonable delay here.

Mrs B and Mr P have said while the claim was ongoing, Aviva failed to protect their property from further damage as a result of ongoing poor weather. In particular they've said there were two storms that caused their basement to flood and severe damage to their contents. But I can see from the loss adjuster's preliminary report, a storm occurred within a few days of the fire. And the report explains Mrs B and Mr P's property had already been water damaged by this and the water used to extinguish the fire. So I think it's unlikely, even if Aviva had secured the property earlier than it was, it would've prevented a lot of the damage Mrs B and Mr P have described.

### *Loss assessor fees*

Mrs B and Mr P would like Aviva to cover the fees of their appointed loss assessor. But Aviva says these fees aren't covered under the terms of the policy. I've looked carefully at the policy terms and I can't see that loss assessor fees would normally be covered as part of the claim. So I've also considered whether the step Mrs B and Mr P took in appointing a loss assessor was necessary to ensure their claim stayed on track. And based on what I've seen in this case, I'm not persuaded it was.

I can understand the fire at Mrs B and Mr P's property would've had a significant impact on their lives. And it happened at a very difficult time of year for them. But I must consider that Mrs B and Mr P appointed the loss assessor very shortly after making the claim – within two weeks. And during this time, Aviva was taking steps I would expect it to in order to move things forward. And I'm not satisfied it had caused any unreasonable delay. So I'm not persuaded appointing a loss assessor was necessary to keep the claim on track and it follows that I don't think it would be fair in this case for me to direct Aviva to cover their fees.

### *Distress and inconvenience*

It's not in dispute that the loss adjuster recommended Aviva make an emergency payment to Mrs B and Mr P when he visited the property on 9 December 2024. But this wasn't paid to them until a month later. Considering the distressing time they had just been through and that many of their belongings were damaged or destroyed in the fire, I think it's very likely Mrs B and Mr P would've felt relieved to know they would receive financial support to replace them. So I think it would've been very disappointing when this payment wasn't made urgently and they had to chase it. And I don't think Aviva's done enough to make up for this.

To put things right in this case, I think Aviva should pay Mrs B and Mr P £500 to compensate them for the extra worry they would've felt and inconvenience they would've experienced in having to chase the funds they were told they'd get.

I know Mrs B and Mr P think Aviva should pay them significantly more compensation for what they think has gone wrong in this complaint. But I can only direct Aviva to make up for the distress and inconvenience caused through errors it's made. And as I've explained, overall I'm not persuaded it's acted unreasonably or with significant delay. So I think this is a fair outcome in this case.

### **My final decision**

It's my Final Decision that I uphold this complaint in part and direct Aviva Insurance Limited to put things right by paying Mrs B and Mr P £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr P to accept or reject my decision before 16 December 2025.

Nadya Neve  
**Ombudsman**