

The complaint

Mr S complains about the way Aviva Insurance Limited (Aviva) has handled the claim he made under his home insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In February 2024 Mr S's property was damaged following an escape of water and so he reported a claim to Aviva under his home insurance policy. During Mr S's claim, Aviva became aware of information which it decided required further investigation and ultimately a face-to-face interview with Mr S. Mr S was unhappy with the delays on his claim and the way it had been handled by Aviva and so raised a complaint.

On 26 July 2024 Aviva issued Mr S with a final response to his complaint. It said to progress with Mr S's claim it required him to contact the loss adjustor and arrange a face-to-face interview. It acknowledged it had provided Mr S with poor communication at the beginning of his claim, and he had to chase for payments due to him. It offered Mr S £600 compensation as an apology.

Mr S referred his complaint to this Service. An investigator looked into things and said they thought it was reasonable for Aviva to request a face-to-face interview to validate the claim, and the £600 compensation Aviva had offered was reasonable in the circumstances. This was accepted by Mr S. This complaint is about the events which took place following this.

Mr S was unhappy with the progress of his claim and so raised a further complaint. On 21 November 2024 Aviva issued Mr S with a final response to his complaint. It said it was entitled to validate a claim and until a face-to-face interview took place it was unable to progress on the claim.

Mr S was unhappy he was being asked for further information following the face-to-face interview and so raised a further complaint. On 17 December 2024 Aviva issued Mr S with a final response to his complaint. It said most of the issues Mr S had raised had been addressed in his previous complaints so it wouldn't be addressing these further. It said it was entitled to ask for evidence to support Mr S's claim for contents and now this had been received it would be reviewed.

In December 2024 Aviva completed its validation checks and agreed to proceed with Mr S's claim. It suggested carrying out a full moisture survey so repairs could be agreed and costed. Mr S raised a further complaint with Aviva. He was unhappy with the length of time it was taking for Aviva to agree a settlement and the impact this was having on his family. He also said he wasn't willing to have any further visits to his property.

On 14 March 2025 Aviva issued Mr S with a final response to his complaint. It said mould had become apparent at Mr S's property after a drying certificate had been issued. And so, to enable it to understand the source of this, and the additional areas of concern, it requires

an additional inspection. It said until this was carried out it was unable to finalise the claim settlement. Mr S didn't think this was reasonable and so referred his complaints to this Service.

Our investigator looked into things. She said she thought Aviva should look to pay Mr S for disturbance allowance as he moved back into the unhabitable property in May 2024. She also said she thought Aviva had caused unreasonable delays when dealing with Mr S's claim. She said she thought Aviva should pay Mr S £750 compensation.

Mr S didn't agree with our investigator. He said Aviva hadn't paid disturbance allowance and he didn't believe it would pay this without a formal decision. He also said it had failed to pay carpet costs, laundry costs, failed removal costs and costs for the initial strip of his property. He was also unhappy with the settlement Aviva had now offered for repairs.

Aviva said if Mr S didn't have kitchen facilities, then disturbance allowance may be warranted but it believed Mr S was living comfortably in the property when it visited in November 2024. It said it believed the delays were predominantly due to difficulties in arranging visits to Mr S's property.

I issued a provisional decision about this complaint and I said:

'I want to acknowledge I've summarised Mr S's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr S and Aviva I've read and considered everything that's been provided.'

I also want to be clear about what I've considered as part of this decision. I've considered the events which have taken place following Aviva's final response of 26 July 2024 until its final response of 14 March 2025.

The relevant rules and industry guidelines explain Aviva should handle claims promptly and fairly.

Following this Service looking into Mr S's previous complaint, it was accepted by all parties a face-to-face meeting was required in order for Aviva to validate the claim. I can see this took place in November 2024. Following this, Aviva asked Mr S to provide further information to allow it to validate the claim. This was subsequently received and Aviva completed its validation enquiries on 13 December 2024, at which point it told Mr S it would proceed with his claim.

Based on the evidence provided I don't think Aviva were responsible for unreasonable delays during this period. It's entitled to carry out appropriate validation enquiries and I can see it was attempting to arrange the face-to-face meeting with Mr S for some time. Following this meeting I think the further information it requested from Mr S was reasonable and relevant to the validation of the claim. And once this information was received, I think it carried out its review in a reasonable period of time.

Once Aviva accepted Mr S's claim I don't think it dealt with Mr S's claim promptly or fairly. Prior to Aviva carrying out its validation enquiries Mr S was in alternative accommodation which Aviva accepted was necessary given the damage to his property. When Aviva placed Mr S's claim on hold in order to carry out its validation enquiries, Mr S returned home as he was unsure at this stage whether his alternative accommodation expenses would be covered.

Once Mr S's claim was accepted, I think Aviva should have considered whether Mr S still required alternative accommodation given he was in alternative accommodation previously and his property hadn't yet been repaired. Aviva has said when it visited the property in November 2024 Mr S appeared to be living comfortably in the property, but it has also acknowledged a detailed appraisal of the property wasn't possible during this meeting. Mr S has said his property wasn't habitable as he didn't have kitchen facilities. He's said he's had to ask a relative to prepare meals in bulk so they can be microwaved and had to wash up in the bathroom.

Based on the evidence provided, I'm not persuaded Mr S's property had appropriate kitchen facilities when Aviva visited the property in November 2024. Aviva hasn't provided any evidence Mr S had kitchen facilities available for use at this time, and on balance, I accept Mr S's testimony that kitchen facilities weren't available. So, I think Aviva's failure to consider alternative accommodation or disturbance allowance from 13 December 2024 was unreasonable.

Once Aviva accepted Mr S's claim, I don't think it progressed Mr S's claim promptly. The evidence provided shows Aviva only contacted Mr S to progress his buildings claim on the 7 February 2025, almost two months after the claim had been validated. On the 17 February 2025 it offered Mr S a settlement, or the option of a moisture survey being carried out. I've not seen any good reason for this delay and so I think this delay was an unreasonable one.

So, I've considered the impact these errors have had on Mr S and what I think Aviva need to do to put things right.

I think Mr S has been caused considerable distress and inconvenience due to not having full kitchen facilities since Aviva validated his claim. He's had to make alternative arrangements for him, his pregnant wife and his children for a number of months, all of which would have added to his distress and inconvenience.

I appreciate Mr S thinks Aviva should pay disturbance allowance for this period. However, disturbance allowance is usually paid to reflect the additional costs the insured has incurred beyond their usual costs due to being without their usual facilities. And whilst I acknowledge Mr S may have incurred some additional costs during this period, such as additional food costs or electricity costs, I've not seen evidence of these specific additional costs. And given the time which has passed I think this would be difficult for Mr S to evidence and to quantify. So, any compensation I award will take into consideration that Mr S has likely incurred these additional costs, but that they haven't been quantified.

Taking all of this into consideration I think Aviva should pay Mr S £1,000 compensation to acknowledge the impact its errors have had on him. I think a higher award is justified here as Aviva's errors have meant Mr S and his family were without kitchen facilities for several months. During this time they had to make alternative arrangements for meals and washing, which was particularly difficult given his wife's pregnancy and presence of young children. I think this goes beyond the ordinary inconvenience and has caused a prolonged disruption to daily life. And I think this amount fairly takes into consideration Mr S has likely incurred additional costs during this period due to being without full kitchen facilities.

I want to be clear that this compensation is only to reflect the period I've considered as part of this decision, which is 26 July 2024 to 14 March 2025. If Mr S is unhappy Aviva hasn't offered alternative accommodation or disturbance allowance costs beyond this, he would need to raise this as a new complaint.

I can see Mr S didn't agree with the settlement offered. Aviva said given the time which had passed since the initial estimates Mr S had carried out, it would ideally carry out a moisture survey at the property and then it could carry out an accurate and up to date assessment of the necessary repairs. I've not seen evidence a complaint about the settlement Aviva offered has been raised and addressed by Aviva, and the conversations around the settlement continued beyond the date Aviva issued its final response of 14 March 2025. So, I don't consider it appropriate for this to be considered as part of this decision. Again, if Mr S is unhappy with the settlement Aviva has offered, or the way it has handled his claim beyond this date he would need to raise this as a new complaint.

Mr S has said Aviva should reimburse costs he incurred when he was unable to move to alternative accommodation at the end of May 2024. However, this falls outside of the period this decision covers and so I won't be commenting on this.

Mr S has also said Aviva should pay costs for his replacement carpets and the strip out costs he has paid. I can see Aviva has said it will consider these costs as part of the settlement for Mr S's buildings claim. As explained, I've not considered the settlement Aviva has offered as part of this decision and so I won't be commenting on this.'

Mr S didn't provide any evidence or comments for me to consider. Aviva provided emails in relation to Mr S's alternative accommodation arrangements and carpet replacement. It said Mr S emailed it in November 2024 requesting no further contact from Aviva whilst his wife was unwell. It said it couldn't confirm Mr S's kitchen was fully functioning in November 2024 but it would appear to have been and it said Mr S only referenced the lack of kitchen facilities more recently.

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.

Having done so, I've reached the same outcome to the one I reached previously for the same reasons I set out in the provisional decision.

Aviva has said Mr S emailed it November 2024 requesting no further contact from Aviva. Whilst I acknowledge this is the case, this was prior to Aviva completing the validation of the claim in December 2024. I've not seen evidence of it contacting Mr S about the repairs to his property until February 2025, and I've not seen any reasonable explanation for this delay.

Aviva has said it appeared Mr S had a fully functioning kitchen when it visited the property in November 2024. It also said there were laundry facilities at this time. Mr S hasn't denied having laundry facilities in November 2024 but having laundry facilities isn't the same as having full kitchen facilities. Aviva hasn't provided persuasive evidence Mr S had kitchen facilities when it visited in November 2024 and it acknowledged a detailed appraisal wasn't done at this time.

Based on the evidence provided I'm not persuaded Mr S had kitchen facilities at the point Aviva completed its validation checks. And so, at this point it should have discussed alternative accommodation arrangements or disturbance allowance with Mr S. I'm satisfied its failure to do so has caused Mr S considerable distress and inconvenience.

So, for the reasons set out previously, I require Aviva to pay Mr S £1,000 compensation to acknowledge the impact the errors I hold Aviva responsible for had on him.

My final decision

For the reasons I've set out above I uphold Mr S's complaint about Aviva Insurance Limited. I require it to pay Mr S £1,000 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 November 2025.

Andrew Clarke
Ombudsman