

The complaint

Mr T complains that Aviva Insurance Limited has acted unfairly with the actions taken when settling a claim under his buildings insurance policy.

What happened

Mr T had an escape of water in his property in April 2022 and work has been ongoing since this point to repair the damage following the drying process.

Complaints have been raised previously about the service provided and the quality of the repair works and a final decision was issued by an ombudsman colleague of mine in May 2024. This covered issues addressed by Aviva in March and August 2023.

Mr T accepted the previous decision and Aviva was directed to do the following, dependant on the option Mr T opted for:

1. A) Company G to complete all the agreed works as detailed in Aviva's offer email of 28 September 2023, and compensate Mr T the cost difference between the laminate and hardwood flooring – this figure is £1,135.40; or

B) Full cash settlement for all the works as outlined in Aviva's offer email of 28 September 2023, including the difference between the laminate and hardwood flooring – this figure is £2,433.43.

2. If Mr T elects to replace the laminate with hardwood flooring, Aviva to arrange payment of the cash settlement of £2,433.43, along with an additional payment for the remaining costs for the hardwood flooring, up to a maximum of £1,684.28, on receipt of an invoice for the completed works.

3. Pay Mr T compensation of £1,100 (if Mr T has already received the compensation amount of £600 previously offered, Aviva is directed to pay a further £500 only).

Following this complaint and decision, Mr T said issues continued and he feels work has been missed from the schedule of works that should be included and delays added. This includes concerns about the laminate underlay, the painting, tiling and joinery work in the airing cupboard. He also thinks the value of the claim has escalated and is unreasonable based on the claim event and original damage.

In December 2024, Aviva set out a list of the work it felt needed to be completed now and what work it said would not be included within the repair schedule. It offered to have this work completed with its agent (G) doing the work, or if Mr T was unhappy with the proposal, he could elect for a cash settlement of £1798.03. In February 2025, Aviva also apologised for the issues with the claim handling and offered Mr T a further £1500 in compensation.

Mr T didn't accept this and the complaint was referred to this Service. He felt work was missed from the proposed schedule of works and he wanted assurance that an effective and lasting repair would be completed.

Our investigator looked at this complaint and didn't think Aviva acted fairly with the claim handling and proposed work. But some of the points Mr T was complaining about had been dealt with by the previous decision, and they couldn't comment on these. This included concerns about the laminate flooring and the underlay used and the issues with painting, joinery, plastering and tiling.

They highlighted a report completed in November 2024, indicated that not all damage from the escape of water had been completed. This related to the plyboard in the airing cupboard and it said this should have been removed and new ply used to stud the wall and construct a shelf. They said this wasn't in the schedule of works and they felt it should be included.

They didn't think Aviva needed to appoint an independent specialist to survey the property and agree a way forward. This is because they felt Aviva had agreed to cover the work outstanding, and with the airing cupboard work included, she didn't think there was a need for anything else to be considered. If once the repairs were completed and Mr T was unhappy with these, he could complain to Aviva about it.

Our investigator also passed on some new concerns to Aviva that Mr T had raised for it to consider. No opinion was provided on these as the issues had been presented after the complaint was brought to us. Aviva said it was willing to conduct a further inspection of the property and assess the areas Mr T had said were still damaged. And as with the repairs needed with the airing cupboard, if Mr T was unhappy with anything here, a new complaint could be raised.

The investigator didn't think the claim value was unfair. Businesses are generally able to obtain more competitive rates from a network of contractors for work completed. With a lot of work completed by Aviva's appointed contractors (G), it has achieved this rate and while further work has been needed to rectify errors, the claim needs to be reflective of the costs to put things right.

Considering the delays and the service up until the point of the final response in February 2025, our investigator felt the award offered of £1500 was fair and reasonable. So, they didn't recommend that Aviva increase its offer here.

Aviva accepted the recommendation to include the work to the airing cupboard within the schedule of works from December 2024.

Mr T didn't agree. He felt areas of the bathroom and stud wall had still not been checked and the plasterboard, timber and insulation was supposed to be replaced during the initial works. He doesn't think this was and the work was skimmed over. Ultimately, he feels the work on the original schedule has not been done as it should be.

He didn't agree the underlay for the laminate flooring was considered in the previous decision and he felt a fair resolution now to everything, would be for an independent surveyor to be appointed and agree what work is needed.

Mr T also said the bathroom underlay had been removed by Aviva but no new underlay was fitted and this left a gap between the architrave and tiles. This was filled with grout and painted over and done so, in the opinion of Mr T, to try and hide it.

Our investigator maintained their outcome and didn't think an independent expert was needed. But they said Aviva would consider any independent expert opinion provided by Mr T and if this changed its position on the claim, the costs would be covered.

Because Mr T did not agree with the investigation outcome, the complaint has been referred

for 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.

I've decided to uphold this complaint in part, for much the same reasons as our investigator. I know this means the outcome doesn't go as far as Mr T would like, but I'll explain why I think this is fair.

Mr T has brought a complaint to this Service before and I've set out in the background of this complaint, the remedy which was accepted. We cannot review the same complaint and issues twice, so I cannot make a finding on things already considered. The laminate flooring was considered previously as well as the schedule of work presented in September 2023 as being fair, so I've not revisited this.

However, what I can consider is any new issues not previously looked at by this Service, and whether the proposal to put things right now, is fair and reasonable.

In November 2024, an inspection of Mr T's property was completed. This was done to help inform what was needed to now finalise the repairs to the property. Included within the report was a conclusion made on the condition of the airing cupboard and this said the following:

“The staining to the plyboard is due to the heavy mould contamination and water damage from the original escape of water, this should have all been removed and new ply used to stud the wall and construct the shelf.”

This supports Mr T's position that damage to the airing cupboard was not repaired with an effective and lasting repair when previous work was completed. Evidence of the ply shows the previous holes had been filled and this was decorated over instead of the ply being replaced and based on the conclusion now, I don't think Aviva and its agent G did what it should have done previously.

The report does highlight the pipework behind the board is not insulated and this can lead to moisture on the pipes. It recommends this is done and with it not being their previously, it would be betterment. So, in agreement with our investigator, I think Aviva should now cover the costs of repairing the airing cupboard, not previously repaired and if Mr T wants to insulate the pipework, this cost will need to be covered by him.

Mr T has asked that an independent inspection be carried out by a third-party surveyor. He says there is several things still outstanding which he feels have been either missed, or poorly repaired. Aviva has agreed to re-inspect the property with the items recently highlighted by Mr T and it is fair it has the chance to put right any issues first. And with Mr T having concerns about the cost of the claim, this could remove additional fees being incurred and included with the claim costs.

With the follow up inspection offered by Aviva, I think it is important to highlight that I expect it to give due regard to it being evidenced that the repair to the airing cupboard was not carried out with an effective and lasting repair being completed. Mr T has said issues have persisted and while he hasn't provided any substantive evidence beyond his opinion on this, the airing cupboard repair adds weight to his concerns. So, Aviva should make sure it reviews the areas Mr T has concerns about and evidence an effective and lasting repair has been made. It is this which sits at the heart of this complaint and with the claim having been ongoing for a number of years now, this will help to bring finality to it.

Mr T has the option to appoint his own loss assessor or expert to inspect the property and report on any work still outstanding. This may substantiate any concerns he has and Aviva has said if this is done and a report is provided which shows work is still required, it will consider this and the costs of the report. I think this is fair. However, I also think it is fair that Aviva has the option to inspect the property again and looks to work towards a solution on the outstanding issues without either side incurring this inconvenience and cost.

In the absence of Mr T showing more work is needed, in addition to what has been set out in the schedule of works from December 2024, I don't think Aviva has made an unfair offer to settle the claim as it has here.

I understand that Mr T has set out why he doesn't think Aviva and its agent can complete an effective repair. And other areas have been highlighted since the latest schedule of work was produced, which may need to be considered separately now. But Aviva has offered to complete the work, in line with the policy terms, the cash settlement will be no more than it would cost it to complete this. If Mr T chooses to accept a cash settlement now, the settlement offered in December 2024 will need to be revised to include the cost to complete the repair to the airing cupboard – which I think needs to be included.

Our investigator passed on new concerns raised by Mr T which were not considered in its final response. This Service is not here to take on the role of the claim handler and consider new issues as they come in. Instead, we are here to review what has happened and whether the business acted fairly when reaching the outcome it has with the claim. And where compensation is awarded, to consider whether the award made is fair and reasonable.

Aviva will need to complete the follow up inspections it has offered and consider all the areas Mr T feel are damaged which it hasn't considered before. It can then confirm its claim decision and if unhappy, Mr T will need to raise a complaint on this. I appreciate this isn't ideal, but we cannot step into the role of the claim handler.

What is evident from this claim is the time that has passed and the impact on Mr T. There has been periods of time where there has been no progress and I think Aviva should have recognised the need to repair the airing cupboard again after the findings of the inspection report from November 2024. This has meant Mr T has been left living with issues for a long period of time and the December schedule of work missed this out.

When things go wrong, the compensation awarded is made to reflect the added inconvenience and distress, beyond what could reasonably be expected with a claim of this nature. £1500 is an award that represents a significant award and reflects there has been a lot of added distress and inconvenience to Mr T.

Overall, when thinking about this award and where it sits within the timeline of this claim and what has happened with previous awards, I think this is fair. While some work may be needed in addition to what was set out in the schedule of works in December 2024, Aviva has offered to repair everything within this. And recognising what was offered at this point and the offer to compensate Mr T for the claim handling and delays up until this point, I don't think Aviva needs to increase this amount.

Putting things right

Aviva need to do the following to put things right.

Either:

- A) Complete the repair works agreed as set out within the proposed schedule of works

from December 2024, with the addition of the repairs to the airing cupboard. If Mr T wishes to have the pipes covered with insulation, this will need to be completed by himself.

- B) If Mr T does not want Aviva to complete this work and asks for a cash settlement, Aviva will need to recalculate the cash settlement offered from December 2024, to include the costs of repairs needed to the airing cupboard.

If the £1500 offered in February 2025 has not been paid for the distress and inconvenience added, this should be paid to Mr T as soon as possible.

Aviva has said it will complete a follow up inspection of Mr T's property to assess the areas of damage he has raised since the complaint has been with us. I have not made a direction on this as it is something that has been raised after the final response.

Aviva will need to provide Mr T with its opinion on the other areas raised since the complaint has been with us, this includes the bathroom floor and whether G removed underlay and didn't replace this and the fixing of the bath. If Mr T is unhappy with the outcome provided on these, a new complaint will need to be made.

My final decision

For the reasons I've set out above, I uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 27 January 2026.

Thomas Brissenden
Ombudsman