



complaint

Miss M is dissatisfied with Aviva Insurance Limited's handling and settlement of her claim for damage caused by an escape of water, submitted under her home insurance.

background

In July 2010 water was leaking from Miss M's neighbour's property into her flat (situated below) and she registered a claim with Aviva.

Miss M subsequently raised a complaint regarding the repairs that had been made, as well as damage caused to her boiler and contents. Miss M's boiler was later replaced by Aviva's loss adjuster but, at this time, Aviva declined to accept any liability for contents.

A cash settlement was then offered by Aviva to allow Miss M to have the unsatisfactory repairs completed. However Miss M declined this and appointed her own contractor to assess the works required.

Aviva advised it was not liable for Miss M's contents as she held a buildings only policy with them. It said she should have had her contents provider remove all her belongings into storage at the start of the claim; she had not and so any damage or need to move them now was her responsibility. Whilst Aviva considered her contractor's report may have some merit it still felt it was not liable for everything detailed. Therefore, it appointed another contractor, who specialise in resolving building repair disputes, to inspect the work undertaken at Miss M's property. Having done so, it concluded that poor workmanship was evident. An increased cash settlement offer was subsequently made and this also resolved Miss M's concerns over contents items that she felt had been damaged. Compensation was also addressed and £250 offered. However, while Miss M had raised concerns over her flooring, it was agreed at this point to monitor the situation and see if the damage progressed. Therefore, no settlement was made, at this time in respect of repairs to flooring.

Unfortunately though, Miss M did eventually have to contact Aviva regarding damage to her floor. Reporting this did not go as smoothly as hoped, however. She sent it an invoice for work and following a meeting at her property, it agreed to pay part of it. However, it withheld £606.00 as it said using plywood to even out the floor was betterment.

In order to get payment so that the work could be done while she was away on holiday (and so not in need of alternative accommodation) Miss M accepted this settlement in part. The work then began as planned. However, while Miss M was away her contractor found out the work was more involved than had been expected. Consequently the cost for repair had increased. Miss M contacted Aviva but it was not inclined to reimburse the shortfall. Miss M says that Aviva advised it was not liable to cover this because it had not authorised the extra work.

Miss M approached this service because she feels let down by Aviva. She says she remains several hundred pounds out of pocket because of the flooring and that the service she has received from Aviva has caused her such distress and inconvenience, she feels compensation is due. Miss M said in her submission to this service that she had had to take six days off work to resolve issues caused by Aviva's contractors and had been in alternative accommodation for many months longer than she should have to have been. She sent an

invoice for the cost of the flooring (totalling £5526) and confirmed that Aviva had paid her £3936 and later a further £600 in respect of this.

Our adjudicator concluded the complaint should be upheld and felt, in light of the previous service received and absence of a response from Aviva regarding the flooring issue, that it was reasonable for Miss M to have the repairs completed. Our adjudicator felt Miss M should be reimbursed the additional cost of the flooring repairs plus interest. It was also felt that compensation should be paid to Miss M as the claim had been over complicated by Aviva's contractor's, repairs and service had been poor and as a result unnecessary delays had occurred which caused Miss M distress and inconvenience. A compensation award of £600 (total) was suggested.

Aviva did not agree with this view. It said that it had paid more for this claim than it should have, including giving Miss M the benefit of the doubt and replacing her boiler. It felt the floor was of unusual construction which led to the damage that needed repairing and that it could not have been expected to know this. Finally, it felt Miss M had been told to move her belongings and the fact she had not had hampered an effective repair.

Our adjudicator responded to Aviva and said that there was no evidence to show Miss M should have moved her belongings. In respect of the flooring, it was argued that, due to Aviva's poor service, it was reasonable for the more expensive work to have been completed and so Aviva should cover the cost. Finally, it was felt that Aviva had needed to replace the boiler, this could not really be considered a good will gesture; if Aviva had had to pay more because of the errors of its contractor's that was not Miss M's fault. Such should not prevent her from being given a fair and reasonable settlement.

my findings

I have considered all the evidence available to determine what is fair and reasonable in the circumstances of the claim. Having done so, I am satisfied that Aviva should pay for the repairs to Miss M's floor and compensation for the distress and inconvenience it has caused her.

Aviva may feel it has paid more for this claim than it should have done but I do not see that this is Miss M's fault. It is clear that work was done to a poor standard and that there were delays. A consequence of the delays seems to have been that the boiler was out of use for longer than it should have been (although for a time it is clear that Aviva's contractor was using the boiler satisfactorily). Therefore it seems only reasonable to me that the boiler be replaced and this should not be held against Miss M when considering whether other losses and compensation are due.

Miss M's floor may have been of unusual construction but I also note that the drying process here did not run as smooth as it might normally be expected to. Furthermore, where there is standing water in a property, I would consider it good practice for the sub floor to be explored. Therefore, while the floor in Miss M's flat may not be usual, if the drying process had been carried out more effectively and good practice applied, the construction of the floor would have been discovered much earlier and damage to it, and the floor covering above, potentially avoided.

I am satisfied that the floor needed to be covered in plyboard to return Miss M's floor to its previous quality. Had Aviva taken steps to examine the subfloor in the first place I am satisfied that the use of plyboard would not have been necessary. Furthermore, it seems that

fixing the floor in this was the least costly of the two options. Therefore, I am satisfied that Miss M mitigated her situation as best she could and that the fitting of plyboard was not betterment. In any event, I note that Aviva did eventually pay a further £600 towards the floor repair.

In respect of the extra work discovered, it seems that Aviva initially declined to pay Miss M's extra costs because she did not seek authorisation from it first. However, her trader was present at a meeting where the initial work was agreed and Aviva knew of, indeed welcomed, the plan for work to be carried out while Miss M was away on holiday. I have seen no evidence that Aviva requested it be informed of any changes before extra work commenced and I believe that if it had wanted to maintain this degree of control then it should have made such clear. It knew work had not been carried out by its own contractor correctly in the first place and I believe, therefore, it should have foreseen that there was a good chance of further issues arising. I do not blame Miss M's contractor for not contacting her while on holiday or waiting for her to come back; it was clear the repairs were to be completed for her return and so the contractor was merely carrying out his brief of which Aviva was aware of and had agreed to. I also note that when Miss M had tried to contact Aviva in the past about the deterioration of the floor it had been very difficult for her to get any response from it. Ultimately, given the delays that had already occurred to this point and the difficulties in communication, I do not think it would have been reasonable for Miss M (or her contractor) to wait again for further authorisation for additional work. Therefore, I find that Aviva is liable for Miss M's outstanding costs for the floor repair, plus interest.

Although Aviva has accepted that its contractor caused some delays (and £250 compensation has been offered in this respect), it contends that Miss M was also responsible for preventing an effective repair because she refused or failed to move her belongings. It said that it told her to move all her belongings from the start (she cleared just those in her lounge) and in any event she should have known to do this. Later (in respect of moving the wardrobes to fix the floor) it said she should contact her contents provider to organise removal. I do not find it reasonable for Aviva to try and push liability for removing items it needs moving so it can carry out repairs for its insured onto her contents provider. I can understand why Miss M would not think to move all her items (when the worst affected room was the lounge) and why she would be unhappy later, after so many delays and problems, to have to involve her contents provider to, effectively, assist in fixing Aviva's poor work. I do not accept that Miss M has caused any unnecessary delays or impacted on the repair work Aviva's contractor failed to complete to a satisfactory standard.

In respect of the work it seems that it took some several months longer to complete than it should have done. This seems to have been partly due to the drying process, partly its contractor's poor workmanship and partly poor communication. As a result Miss M has spent longer in alternative accommodation than she should have done and spent a lot of time chasing either the contractor or Aviva itself for updates and/or assistance. It seems Miss M has had to take time off work to deal with this matter too. Whilst some time might be necessary following any claim, I am satisfied that some of Miss M's time off has resulted from the poor workmanship and/or communication issues. From Miss M's communications, although she has remained composed throughout, it is clear that this matter has caused her a lot of distress and inconvenience. Consequently, I am satisfied that a significant award is due here and that a total of £600 is appropriate.

my decision

With the above in mind, it is my final decision that I uphold this complaint. I require Aviva Insurance Limited to refund Miss M £990 in respect of her outstanding costs for the floor repair. It must add interest at 8% simple per annum (less tax if properly deductible) from the date of loss until the date of settlement.

I also find that Aviva must pay Miss M a total of £600 compensation for the distress and inconvenience its failures during this claim have caused her. If it has already paid, and Miss M has already accepted, the £250 previously offered, it need now only pay the difference.

Fiona Robinson
ombudsman