

The complaint

Mr and Mrs H are unhappy with the standard of repairs and the way Aviva Insurance Limited handled their claim following impact damage to their home.

Mr and Mrs H jointly held home insurance underwritten by Aviva. They both raised the complaint but, for ease of reading, I'll refer mainly to Mr H as if he completed the actions.

What happened

In summary, Mr H claimed under his buildings insurance policy for car impact damage to his integral garage/utility room door and wall. Aviva accepted the claim and arranged repairs.

The circumstances are well known to both parties, so I won't repeat them here. Instead, I'll focus on addressing the issues in dispute and giving the reasons for my decision.

Mr H confirmed that the following points remain in dispute:

- The cost he incurred replacing the fire door between the garage and the house to the correct safety standard.
- The cost of repairing damage in and around the en-suite bathroom above the garage repairs.
- The adequacy of the garage blockwork pointing.
- The stress and difficulty experienced because of the way Aviva handled the claim.

I issued a provisional decision in August 2023 explaining that I was intending to uphold Mr and Mrs H's complaint. Here's what I said:

provisional findings

Firstly, I'd like to clarify my role. I'm not an expert in building or fire safety regulations, nor am I expected to be. My responsibility here is to look at the way Aviva handled Mr H's claim, whether it was fair and in line with the policy, and whether it should reasonably have done any more.

There's a lot of evidence available to me, including comment from both parties, expert reports, photos, call recordings, policy documents, and copies of relevant regulations. I won't comment on everything, and our rules don't require me to. I'll focus on giving the reasons for my decision, but I wanted to reassure Mr H and Aviva that I have considered everything available.

For consistency, I'll use the same headings set out in our investigator's opinion of the complaint. Mr H confirmed these headings reflect the four main issues in dispute.

Fire door regulations

Mr H doesn't think Aviva fitted the fire door in accordance with fire safety standards. While

the documents Mr H provided do seem to show that three hinges and a self-closer are required, I must rely on professional opinion. That's because I'm not an expert in building regulations, so I can't conclude that the evidence Mr H presented is the latest, or a complete picture, of the regulations in place at the time the work was done. That's not to say I doubt the evidence Mr H provided, but it's not proportionate or appropriate for me to inspect and reach a decision about the proper standard required by the building regulations. So, I can't conclude that Aviva failed to meet the fire safety regulations.

With that said, I note Mr H had a door with fire-rated self-closing hinges. Aviva's evidence shows that it offered to fit a sprung closer on the garage side, which Mr H declined. I don't think he disputes that, but it doesn't mean he declined any self-closing mechanism. The difference of opinion lies in whether Mr H asked for the original self-closing hinges to be refit, as Aviva reported. Mr H said the hinges were damaged, and I think that's likely given the nature of the impact damage. Therefore, I consider it unlikely that he would've asked Aviva to refit the damaged hinges.

Aviva's responsibility is to put Mr H back in the position he was in before the damage. As his door was fitted with fire-rated self-closing hinges before the impact damage, I don't think it's unreasonable for him to expect Aviva to replace like with like.

I appreciate this element of complaint is not just about the hinges. Mr H provided evidence that Aviva installed a 30-minute fire-rated door, despite it saying it installed a 60-minute door even though it's agreed the required standard is 30 minutes. Mr H also had concerns about the adequacy of the door stop fitting.

Because Mr H was concerned about the fire safety standard of the replacement door, he arranged to have a new door installed which he was satisfied met the required standard and complied with the manufacturer's installation requirements. Therefore, there seems little point in me asking Aviva to go and assess the door. However, the evidence provided by both parties, which I've referred to above, persuades me that it was reasonable for Mr H to raise concerns about the standard of door installed and, ultimately, replace it with one he was confident with.

Mr H said the cost to him was £655. I've seen a copy of the invoice Mr H paid and the work does appear to relate only to the fire door. Therefore, I'm minded to require Aviva to reimburse the full cost. If Aviva requires a copy for its records, we can forward the evidence or Mr H may wish to send it directly.

Pointing

Mr H said the blockwork pointing in his garage isn't up to standard. Aviva said Mr H wouldn't allow access to inspect it.

Our investigator addressed this point in her view of the complaint and recommended that Aviva send someone to inspect the pointing. If it was found to be faulty, then Aviva should repair or cash settle for the cost of repairs. Aviva accepted this recommendation, but Mr H asked that Aviva send a different contractor.

It's clear from the evidence that the relationship between Mr and Mrs H and Aviva's contractor has broken down, and I understand why they asked for someone different. I don't think it's an unreasonable request so, in the interest of bringing this matter to a close, I plan to ask Aviva to arrange an inspection of the pointing by a different contractor.

En-suite

Mr H said there's damage to the grouting, walls and tiling in his en-suite bathroom which sits directly above the garage wall repair, and which only appeared after the repairs. Therefore, he believes the damage should be covered as part of the overall claim. Aviva's inspection report concluded that the damage was unrelated.

I've looked at the expert report and the photos provided by both Aviva and Mr H. I completely understand why Mr H considers the damage related with it being directly above the area of repairs, but I haven't seen any evidence which offers a direct contradiction to Aviva's expert report. I realise Mr H is doubtful about the reliability of the report, particularly in relation to the extent of wall repairs Aviva carried out before the bathroom damage appeared. However, I haven't seen anything in the evidence which causes me to share his doubt. The comments in the report reflect the damage shown in the photos, and the explanation seems plausible. So, in the absence of any compelling contradictory evidence, I can't reasonably say Aviva's expert reached an incorrect conclusion about the cause of damage.

Should Mr H wish to arrange a further expert report of the damage, it's open to him to do so and to provide the evidence for Aviva's consideration. As the matter stands, I'm not planning to ask Aviva to do any more in respect of the en-suite damage.

Compensation

Aviva offered Mr H £300 compensation by way of apology for the distress and inconvenience caused. Mr H said the offer was made in full and final settlement, but he declined it. Originally, he said an apology would be enough, but he's now prepared to accept the offer.

There will always be inconvenience during a claim of this nature. So, any compensation I require will only reflect the avoidable distress and inconvenience caused above that which would normally be experienced in similar circumstances. Having considered the overall circumstances of the complaint, I'm satisfied that Aviva's offer was fair and reasonable.

I understand Mr H doesn't agree that Aviva already made payment to him. In light of his comments, I'll include a requirement for Aviva to make payment if it cannot demonstrate that it has already done so.

I said I was intending to uphold Mr and Mrs H's complaint and I was minded to require Aviva Insurance Limited to:

- Reimburse Mr H the evidenced cost of his replacement fitted door.
- Arrange an independent inspection of Mr H's garage wall pointing, using a different contractor to that previously used. If it's found to be faulty, arrange a repair or cash settlement.
- If Aviva cannot evidence that it has already done so, pay Mr and Mrs H £300 by way of apology for the distress and inconvenience caused beyond that which might be expected during the usual course of a claim.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Aviva responded to say it didn't have any objection to my provisional decision.

Mr and Mrs H accepted my findings.

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.

For completeness, I've looked again at the evidence available to me in respect of this complaint. Having done so, and because both parties accepted my findings, my provisional decision becomes my final decision and for the same reasons.

My final decision

For the reasons I've explained above, my final decision is that I uphold Mr and Mrs H's complaint and Aviva Insurance Limited must:

- Reimburse Mr H the evidenced cost of his replacement fitted door.
- Arrange an independent inspection of Mr H's garage wall pointing, using a different contractor to that previously used. If it's found to be faulty, arrange a repair or cash settlement.
- If Aviva cannot evidence that it has already done so, pay Mr and Mrs H £300 by way of apology for the distress and inconvenience caused beyond that which might be expected during the usual course of a claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr M to accept or reject my decision before 29 September 2023.

Debra Vaughan
Ombudsman