

The complaint

Miss H complains about Aviva Insurance Limited and the service she's received after making a claim on her home insurance policy, following storm damage caused to her home.

Miss H has been represented by her daughter during the claim and complaint process. For ease of reference, any comments made, or actions taken, by her daughter will be referred to as "Miss H" throughout the decision.

What happened

Miss H held a home insurance policy, underwritten by Aviva. Unfortunately, in February 2022, her home was damaged due to a storm in her area. So, she contacted Aviva to make a claim.

Aviva accepted Miss H's claim. But there were delays in agreeing a schedule of works. Miss H complained about this, and these issues have already been addressed by our service as part of a separate complaint.

But after this schedule of work was agreed, Miss H became unhappy with the contractor's appointed to complete this work. And the additional damage she felt these contractors caused to her conservatory and her surrounding garden. I will refer to this contractor as "W". So, she raised another complaint about this.

Aviva responded to Miss H's complaint and upheld it. They accepted her claim had been handled poorly, after their response to her first complaint. And they accepted W had caused additional damage to Miss H's Conservatory, and the surrounding area. So, they agreed for Miss H to obtain her own quotes to repair the conservatory, her house roof, and her garden for them to consider. And they paid Miss H £350 to recognise any distress and inconvenience she was caused because of the above. Miss H remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and upheld it. They thought that, if Miss H instructed her own contractor to repair the conservatory and this wasn't possible, as W created additional damage, Aviva should agree to indemnify a full roof replacement. They also thought Aviva were responsible for repairs to Miss H's garden, and that they should consider any quote or invoice Miss H obtains for the works required, alongside any new quote for repairs to her house roof. Finally, to recognise the additional delays caused to the claim journey due to the issue with W, they thought Aviva should pay an additional compensatory amount of £250, taking the total compensation paid for these issues to £600 overall.

Miss H raised several points and questions, which our investigator attempted to address. They recognised the ongoing impact this situation had on Miss H. But they reaffirmed that Miss H would need to provide new quotes for the roofer, conservatory and garden for Aviva to assess. And, that any complaint about the amount Aviva actually paid following the works, or as part of a cash settlement, would be a separate issue that couldn't be considered as part of this complaint.

Aviva also responded to the outcome with an objection. They accepted most of our investigator's outcome and directions, including an increase in the compensatory payment. But they didn't think it was fair to say they should indemnify a full replacement of Miss H's conservatory roof if required, as they felt the conservatory was already in poor condition, referring to terms and conditions surrounding gradual deterioration. So, they thought they should only be required to replace the three panels damaged by W's actions.

Our investigators outcome remained unchanged and so, the complaint has been passed to me for a 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.

Having done so, I'm upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Miss H. I've considered all the comments put forward by Miss H at length, even if I don't refer to them directly. And I think it's clear to see the situation has had a significant impact of Miss H's physical and mental wellbeing, which has been made worse by the health conditions Miss H suffers with. So, this is something I've carefully considered when reaching my decision.

But I think it is crucial for me to explain exactly what I've been able to consider as part of this complaint. This complain focuses solely on the events that occurred between Aviva's first complaint response in November 2022, and their second final response in January 2023. This because the delays Miss H experienced before November 2022 have been addressed by our service in a separate complaint altogether. And our service only has jurisdiction to consider the events that have already been complained about to Aviva. I can't see that there has been another final response after January 2023 and so, any events after this time would need to be considered by Aviva first, before our service.

So, to be clear, I've focused on Miss H's complaint regarding the actions of W, and how their failures caused additional damage to her conservatory and the surrounding areas of the garden. As W were acting on behalf of Aviva, Aviva are ultimately responsible for this. I've also considered Miss H's point regarding her house roof, as W were also originally intended to complete these repairs before a cash settlement was offered.

And I note Aviva have accepted W's actions caused additional damage to her conservatory, and her surrounding garden. So, I'm satisfied this isn't in dispute and that because of this, Aviva have accepted they've acted unfairly, as they are responsible for the service W provides. So, I don't intend to discuss the merits of this in any further detail. Instead, I've focused on what does remain in dispute, which focuses on what Aviva should do to put things right.

Putting things right

When thinking about what Aviva should do to put things right, any award or direction I make is intended to place Miss H back in the position she would've been in, had Aviva acted fairly in the first place.

In this situation, regarding the repairs to Miss H's roof of her home, it's noted that W were

initially instructed to complete this work. And they didn't. So, I note Aviva have paid Miss H a cash settlement based on what it would've cost them to repair the roof themselves, less the policy excess. I would expect the excess to be deducted, so I can't say this is unfair. But I note Miss H doesn't think the remaining payment is enough to cover the work required. As W couldn't complete the repair, and this was because W's actions were unreasonable, I note Aviva have agreed to consider any quote Miss H obtains to complete the work. And I think this is a reasonable offer to make. So, while I appreciate the inconvenience Miss H is caused needing to source a tradesperson herself, I don't think I can say Aviva need to do anything more here, as a cash settlement was initially agreed between both parties. So, Miss H should provide Aviva with this information for consideration.

It's also accepted that W's actions caused damage to Miss H's garden. So again, I would expect Aviva to consider, and cover, any quotes she obtained to rectify the damage that can be attributed to the actions of W. So, Miss H should supply this information to Aviva. I note from our file, I can see Miss H supplied our service with a garden quote, which we forwarded onto Aviva. It is between Aviva and Miss H to agree a settlement directly, as this was obtained and put forward after January 2023.

I've then turned to the main area of dispute, which centres around the work required to fix the conservatory. I've seen a report compiled by an independent expert, who I'll refer to as "E", in January 2023. And this states clearly that the damage present on Miss H's conservatory was consistent with accidental damage and so, the fault of W.

But the report does also suggest the panels in the roof will begin to move, as the roof itself ages. And it also lists the pre incident condition as "*poor*". So, Aviva believe any work above and beyond replacing the three panels W damaged would be placing Miss H in a position of betterment. But I don't think is fair here.

While I note E state the pre-incident condition was "*poor*", I note this determination was made almost a year after the storm, where the conservatory was damaged initially. And during this time, the conservatory was awaiting a repair that wasn't provided. So, I don't think E's evaluation of the condition is representative of the time of the insured event.

And crucially, I think the report makes clear W's actions, and their positioning of the scaffolding, has put additional pressure on the conservatory and so, caused the panels to slip. While this may have happened eventually, I think it's reasonable for me to assume, on the balance of probability, that this wouldn't have happened as soon as it did, had this pressure not been applied.

So, if the repair to the three panels isn't successful in restoring the conservatory to its pre-storm and damage condition, then I think Aviva should cover the costs of a roof replacement if that is the work that is required. Otherwise, I think Miss H will be left in a worse position than the one she would've been in, had Aviva arranged for the initial repairs needed to have been repaired correctly.

Finally, I think it's clear that after Miss H agreed a schedule of works, she assumed the repair work would be completed promptly. But due to the actions of W, this wasn't the case as they were removed from site and other contractors couldn't be sourced, meaning Miss H now needs to find her own contractors, which will no doubt create additional stress.

So, I think Aviva should compensate Miss H for this stress, and the additional delays caused up to January 2023. And when this is considered against Miss H's health conditions and the length of time she'd already been without adequate repairs and the time of year this decision considers, I think the impact is significant.

Our investigator recommended Aviva pay Miss H an additional £250, on top of the £350 they already offered. And I think this total payment of £600 is a fair one, that falls in line with our service's approach and what I would've directed had it not already been made. So, it's what I'm directing Aviva to pay.

I note this may not be the total outcome Miss H was hoping for. And I recognise that this may not reflect the additional delays, and inconvenience, Miss H has experienced since January 2023. But I note Aviva and Miss H have been engaging with our service as part of this complaint to reach an agreeable outcome. And I can't hold Aviva responsible for the additional time this has taken. I would expect Aviva to act proactively to receive the quotes required from Miss H, so a fair cash settlement award can be reached, and the claim concluded.

My final decision

For the reasons outlined above, I uphold Miss H's complaint about Aviva Insurance Limited and I direct them to take the following action:

- Consider and review any reasonable quotes received from Miss H for repair work needed to her home roof and garden with the view to providing a fair cash settlement;
- Cover any quotes required to repair the conservatory damage, which includes a full roof replacement if this is deemed a requirement; and
- Pay Miss H a total compensatory amount of £600 to recognise the distress and inconvenience she's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 5 December 2023.

Josh Haskey
Ombudsman