

The complaint

Mr N has complained about Aviva Insurance Limited. He isn't happy about the way it dealt with a claim under his building insurance policy.

For ease of reading any reference to Aviva includes its agents and I've mainly referred to Mr N in this decision as opposed to his representative.

What happened

Mr N made a claim under his building insurance policy after a subsidence problem at his property. Aviva considered matters and after a period of monitoring looked to settle the claim. But Mr N wasn't happy with the way the claim was settled and has continued to raise further issues as he doesn't feel the claim has been finalised.

Mr N complained to Aviva about a number of issues in relation to the claim initially that was dealt with by Aviva in its final response letter (FRL) of 15 July 2022. He wasn't happy about the fact it wouldn't pay to paint all of his external walls on his property (including those that weren't damaged) after repair. And about the scaffolding that had been put up or the fact he was asked to pay his excess of £1,000 upfront.

Aviva apologised for any difficulty Mr N had with the scaffolding, especially as he had banged his head on a scaffold pole and said it would consider any medical evidence he provided. But it explained it would only look to paint the external walls that were damaged and that the excess was due under the policy. But Mr N still wasn't happy, so he complained to this Service.

Our investigator looked into things for Mr N, but he didn't uphold his complaint. He thought Aviva had dealt with these particular issues fairly although he acknowledged that Mr N had raised further complaint points since Aviva's FRL. And he explained that Mr N would have to advance these issues with Aviva as a formal complaint in the first instance.

As Mr N didn't agree the matter has been passed to me for review.

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 have a fair degree of sympathy for the position Mr N has found himself and it is clear that he has further ongoing issues in relation to his claim and what he feels should and shouldn't be covered under the policy. However, as our investigator explained these additional issues can't be considered as part of this complaint. This is because Aviva has to be given the opportunity to consider Mr N's complaint points and he needs to raise them formally with Aviva in the first instance. And if Mr N isn't happy about its response he can look to advance a new complaint with this Service.

Turning to the issues that can be considered here, the issues raised with Aviva and responded to in its FRL of 15 July 2022, I agree it has acted fairly.

I can understand why Mr N wants the whole of the exterior of his property painted but I don't think Aviva was obliged to do this. It has looked to repair the external cracking it thought was related to the claim and to paint the external walls that were affected. All I would expect Aviva to do here is to cover the damaged area up to a corner or natural break which it has looked to do. And some of the areas Mr N feels should be covered do not have damage that is related to the subsidence claim, so I don't think Aviva needs to take any further action.

Mr N also raised issues with the scaffolding that Aviva put up to advance the claim. I agree it must have been frustrating to have had to go through his neighbouring property as the scaffolding was in the way, but there is always some inconvenience in advancing claims like this. And although this was far from ideal I don't think Aviva acted unreasonably. However, it must have been concerning for Mr N to have hurt himself on the scaffolding. But Aviva is happy to consider this subject to Mr N providing supportive medical evidence which feels fair.

Finally, I can understand why Mr N didn't want to pay his excess upfront or at all as £1,000 is a lot of money. But ordinarily there is always an excess due for any insurance claim and this level of excess isn't unusual in subsidence claims and is outlined in the policy, so I can't say Aviva has acted unfairly here either. I note Mr N has raised a separate point in relation to additional scaffolding costs he might have to incur as well. But as I've outlined above this is another complaint issue that Aviva will have to formally consider in the first instance.

Given all of this, I'm not upholding this complaint. I know this will come as a disappointment to Mr N, but it seems to me that the majority of his further issues and concerns don't fall under this complaint. So, I will simply leave Mr N to advance his further complaints separately with Aviva in the first instance and he can come back to this Service if, for any reason, he isn't happy with Aviva's formal response.

My final decision

It follows, for the reasons given above, that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 2 January 2024.

Colin Keegan
Ombudsman