

The complaint

Mr P complains about how Aviva Insurance Limited have considered and offered to settle a home insurance claim he made.

Aviva are the underwriters (insurers) of this policy. Much of this complaint concerns the actions of their appointed agents. As Aviva accept they are accountable for the actions of their agents, in my decision, any reference to Aviva should be interpreted as also covering the actions of their appointed agents.

What happened

The background to this complaint is well known to Mr P and Aviva. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr P had a home insurance policy with Aviva. Unfortunately, his property suffered fire damage in September 2021. Mr P raised a claim with Aviva but felt their offer to resolve the complaint was unfair and didn't fully indemnify him.

He complained to Aviva and in their final response letter dated 17 May 2023, they offered to send out a loss adjuster to try and agree a scope of works and costs for the items that Mr P believes weren't included in their scope of works.

Mr P remained unhappy and referred his complaint to our Service for an independent review. Our Investigator considered the complaint and didn't recommend that it be upheld. He recommended that the offer from Aviva to send someone out was fair. As Mr P didn't accept, the complaint has been referred to me for a final 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service.

Mr P previously made a separate complaint to Aviva about claim delays and received a final response on 28 September 2022. My decision doesn't concern that complaint and will only be considering the final response letter dated 17 May 2023 around the scope of works and settlement amount.

Have Aviva fairly considered this claim in line with the policy terms?

Mr P feels that Aviva's scope of works doesn't fully indemnify him. By this I mean put him (his property) back in the position it was in prior to the fire damage.

I've compared the quote/scope of works provided by Mr P alongside the scope from Aviva. I find that there are certain works not included in Aviva's that Mr P might expect to see. That said, it is often the case that the scope of works on behalf of an insurer can refer to general 'areas' that need attention and not always go into the greater detail that a private scope of works might do. This isn't to say this is correct or the case here - I'm just adding it for context. I also note that Mr P has said Aviva told him that once works have been completed some outstanding issues would be addressed (painting etc). This is fair and isn't unusual or unexpected.

Is Aviva's offer fair?

Aviva have said:

*"As you will note, the policy wording clearly states that we will not pay more than the cost of repairs confirmed could be completed by our preferred contractor. [Business' agent name redacted by Ombudsman] have confirmed that our preferred contractor can complete the repairs for £19,426.64 which is the amount offered. **Unless you avail of their offer for a further adjuster visit, your claim that items have been missed cannot be investigated and verified.** [bold added for emphasis by Ombudsman]..... I would advise that their offer will remain unchanged unless **you allow for a further visit to be arranged and the discrepancies to be identified.**" [bold added for emphasis by Ombudsman]*

As Mr P's quotes aren't drastically higher than Aviva's costs, I find Aviva's offer to send out another loss adjuster to be fair and reasonable. I acknowledge that Mr P has said he wants an independent person to be appointed, but I don't feel that's necessary at this point.

Given the length of time this claim has been going on for, in the interests of bringing it to a close, the email from Mr P to Aviva dated 18 August 2022 should form the starting point for a review of their scope of works - as this highlights in detail what Mr P feels is missing.

I can't advise Mr P on what to do next, but I would encourage him to avail of Aviva's offer which I consider to be fair. Should a dispute remain after that, that would be grounds for a new complaint. I understand Mr P's frustration given he's had a number of visits already, but I find it's the next fair step to allow this claim to move forward. As it currently stands, I don't conclude, on balance, that Aviva have acted unfairly here when making their offer to arrange another site visit.

My decision may disappoint Mr P, but it brings to an end our Service's involvement, at this time, in trying to resolve this particular dispute with Aviva.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 December 2023.

Daniel O'Shea
Ombudsman