

The complaint

Mr M is unhappy with Aviva Insurance Limited's (Aviva) handling of a claim made under his static caravan insurance.

What happened

Mr M owns a static caravan and has insurance underwritten by Aviva.

After not using the static caravan for several months, Mr M discovered a leak which had caused damage, so he made a claim to Aviva.

Mr M was unhappy with the level of repairs proposed by Aviva's contractor, which resulted in them withdrawing their involvement in the claim. So, Aviva asked Mr M for quotes for repair and cash settled the claim.

Aviva apologised for the poor service and communication Mr M had received and paid £100 compensation. Mr M remained unhappy and approached this service.

One of our investigators looked into things but didn't uphold the complaint. She thought the compensation offered by Aviva was fair, so she didn't recommend this be increased.

Mr M didn't agree, and the complaint was passed 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.

Having done so, I've reached the same outcome as our investigator.

Both parties are already aware of what happened during the claim, and as this isn't in dispute, I don't intend on commenting on every event or communication that occurred. I don't mean this as a discourtesy to either party, instead it reflects the informal nature of this service, and my role in it. But I'd like to assure both parties that I've considered all the information they've provided when reaching my final decision.

Aviva accepts there was poor communication during Mr M's claim, including during calls Mr M had with them, that he wasn't kept updated, and he wasn't called back on several occasions. Aviva apologised for this. They also changed contractor due to the service Mr M received in the early stages of the claim.

Mr M was later unhappy with the repairs that were proposed by the new contractor, and ultimately, they withdrew from the claim and carrying out repairs. I acknowledge why Mr M was unhappy with the repairs proposed as this was to patch repair rather than fully replace the flooring. As that contractor then refused to complete works due to the dispute, Mr M was asked to obtain repair quotes instead. The claim was cash settled, and Mr M was able to have the repairs completed shortly after.

It took around seven weeks to get to that point of cash settlement. I appreciate Mr M says that he could have been offered a cash settlement and had works completed sooner. But until the point Mr M was unhappy with the proposed repairs, he was happy Aviva's contractor was intending to carry out works so there wouldn't have been a necessity to discuss a cash settlement alternative. Overall, whilst this added to the timescale due to the dispute around the works, I don't think seven weeks from the claim being raised to cash settled is an unreasonable timescale in these specific circumstances.

Aviva has apologised for communication and service failings. They also paid £100 compensation. Having considered all the information provided, I think this is reasonable in the circumstances, so I'm not going to direct Aviva to increase this or do anything else.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 October 2023.

Callum Milne
Ombudsman