

The complaint

Mr H and Miss K have complained about how Aviva Insurance Limited (Aviva) said it would settle a complaint under a home insurance policy.

What happened

Mr H and Miss K contacted Aviva to make a claim when their home was vandalised. Aviva accepted the claim and offered a settlement. Mr H and Miss K complained. They wanted Aviva to pay to replace more flooring and to re-render the whole house exterior. They were also unhappy with some of Aviva's communication.

When Aviva replied, it said it had replaced the damaged floor, but wouldn't replace undamaged floor elsewhere as it wasn't the same free-flowing floor. It said it wouldn't render the walls that weren't damaged. It also said it would normally only send new policy documents where changes had been made.

So, Mr H and Miss K complained to this service. Our investigator didn't uphold the complaint. He said it was reasonable for Aviva not to replace more of the flooring as it wasn't in the same room. He also said Aviva had taken steps to ensure the walls had a lasting repair and that it was reasonable for it not to render all of the walls. He said Aviva had sent the policy documents at inception and they had also been available in Mr H and Miss K's online account.

As Mr H and Miss K didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

The policy booklet said:

"When we settle your claim, we'll pay to replace individual items or parts of a pair, set or suite or any other item of a uniform nature, design or colour which has been damaged but not for undamaged companion pieces or parts"

Some of Mr H and Miss K's flooring was damaged by the vandalism. Aviva agreed to replace the damaged flooring in the living room, but wouldn't pay for the rest of the flooring on that level to be replaced. This was because there was a door bar and a door separating the damaged floor from the rest of the flooring. It's the normal position of this service that where a border or barrier is in place between rooms that we wouldn't consider the flooring on either side of it to be a matching set. I'm aware Miss K has said the door bar was there to stop heat escaping, but it was still a barrier. Based on what I've seen, I think it was reasonable that Aviva only agreed to replace the living room floor.

An external wall to the property was also damaged. When Aviva assessed this, it found that the wall couldn't just be patched and, instead, the whole front elevation needed to be rendered. Aviva decided this would deal with any issues around sealing the patches and the viability of the original render. Mr H and Miss K said rendering only one wall would mean there was a loss of match with the other external walls and that Aviva should also render them to avoid this. They were concerned that it wouldn't be possible to match the exact colour and texture.

By rendering the whole of the front elevation, I think Aviva took steps to ensure it would be a lasting and effective repair. The policy covered repairing or replacing damaged items. This is what Aviva did by rendering the whole of the front elevation. It didn't cover undamaged items. The side and rear walls weren't damaged by the vandalism. So, the policy didn't cover replacing the render on them. I think what Aviva agreed to cover was reasonable based on the terms and conditions of the policy and the circumstances of the claim.

Mr H and Miss K also said they had problems obtaining policy documents. It's my understanding that they were sent the documents when they first took out the policy. Aviva said it didn't send documents at renewal unless there were changes to the documents. The renewal documents also explained that documents were available online. It's a business decision for Aviva to make about how it provides access to documents and I'm not able to tell it how it should do so. However, I'm satisfied that documents were available to Mr H and Miss K if they wanted to check them.

Based on everything I've seen, I don't uphold this complaint or require Aviva to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Miss K to accept or reject my decision before 5 June 2024.

Louise O'Sullivan
Ombudsman