

The complaint

Mr P complains Aviva Insurance Limited has unfairly declined a claim he made on a building's insurance policy.

What happened

Mr P's property has suffered two previous episodes of subsidence in 2003 and 2009. Aviva stabilised the property and, on each occasion, paid Mr P a cash settlement to repair the cracks in the property. Mr P did not carry out those repairs.

In 2023 Mr P approached Aviva as he believed the existing cracks had widened and other damage had appeared.

Aviva arranged for an inspection of the damage, the resulting report concluded that the damage to the property appeared historical and it couldn't identify evidence of current movement. It said to Mr P he should arrange for the cracks to be repaired and if they then cracked again, he could return to Aviva for it to investigate further. It also said to Mr P that if he disagreed, he could arrange for his own expert to provide a report which it would then consider.

Mr P was unhappy with Aviva's response, he said the cracks were only 2mm wide when measured in 2004 and were now 11mm wide. He said Aviva should know how wide they were in 2009 and he was convinced they had widened further in the interim period. Aviva didn't change its position, so Mr P brought his complaint to this Service.

An Investigator looked at the case but explained to Mr P that she didn't think Aviva had done anything wrong. It had arranged an inspection of the damage and was entitled to rely on the results of that, which concluded the movement and damage was historical. She said she thought Aviva's suggestion of a way forward was reasonable. She acknowledged Aviva hadn't responded when Mr P asked what type of expert should attend the property however, she didn't think this caused him any detriment.

Mr P asked for an Ombudsman to review the complaint. In doing so he repeated what he had previously said about the damage. He said Aviva should be able to show how wide the crack was in 2009 and he believes it was not doing so as this would show him to be correct and it would have to monitor the property.

The case has been passed to me to decide.

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 agree with the conclusions reached by the Investigator for the following reasons:

- Aviva has done what I would have expected it to do here and arranged for the damage to be inspected.
- We generally say an insurer is entitled to rely on the opinion of experts unless it can see that opinion is obviously wrong. Here, I think the report that has been produced clearly identifies the expert's opinion that the damage is mostly historical. It doesn't suggest that there is evidence of new movement to the property.
- Mr P had not repaired the damage caused by the two previous episodes of subsidence and therefore it is difficult for him to show he has a new valid claim for subsidence.
- Insurers are only usually required to keep claim information for around six years, so while Aviva may have insured the property for longer than that time, I wouldn't expect it to hold detailed claim information from 2009. And I don't think the absence of that information should mean the recent claim should be accepted or investigated further when the current evidence available does not support that outcome.
- I think Aviva's suggestion that Mr P should repair the cracks and return to it should they reappear is a sensible one. As this will then demonstrate new movement to the property. I also think its suggestion that Mr P obtain his own expert's report is a fair one.
- I recognise Aviva didn't respond immediately to Mr P's query about what type of expert should inspect the property and while I recognise this would have caused him frustration, I don't think an award of compensation is necessary here.

For the reasons above, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr P's complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 22 April 2025.

Alison Gore
Ombudsman