

## **The complaint**

Mr and Mrs W complain Aviva Insurance Limited handled their subsidence claim, made against a residential property owners insurance policy, poorly.

Aviva's been represented by agents for the claim at points. For simplicity I've generally referred to the representative's actions as being Aviva's own.

Mr and Mrs W are both complainants, but as Mr W has been the main correspondent, and for ease of reading, I've generally only referred to him below.

## **What happened**

In 2021 Mr W discovered cracks to a property he owns and rents to tenants. He made a claim against his Aviva residential property owners policy. After some back and forth it accepted a subsidence claim. Mr W was unhappy with how the claim had progressed. He raised a complaint. In September 2022 Aviva issued a complaint final response. The outcome included some compensation. Mr W accepted the proposed outcome.

In March 2024 Mr W raised a further complaint. He was still frustrated at Aviva's handling of the claim. He was unhappy with repeated delays, poor communications. He requested Aviva cover his financial loss caused by its claims handling. This Service has considered, under a separate complaint, those concerns.

In September 2024 Aviva set up another complaint for Mr W. He had raised dissatisfaction about his property's repair start date being pushed back from August 2024 to November 2024. That is the subject matter of this complaint and final decision.

Aviva responded to Mr W in November 2024. It accepted it had advised, in June 2024, of an August 2024 start date, but had been told during that month that it would be November 2024. It accepted it should have done more to keep Mr W updated. It offered £400 compensation.

Our Investigator felt Aviva had already done enough to compensate Mr W for the delay to repairs. Having noted Aviva had paid some loss of rent to Mr W and he had chosen to charge his daughter a below market rent for the property, she didn't recommend it pay him anything more.

Mr W didn't accept that outcome, so the complaint was passed to me to decide. He said the claim delay had pushed his, and Mr W's plans to sell the property back. He said they had been unable to make an offer on a desirable property because of the delay. He said apart from six weeks loss of rent Aviva hadn't been paid any compensation for rental loss following the delay to repair work.

## **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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr W and Aviva have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

I understand why the delay to repairs have been frustrating for Mr W. He, and Mrs W, wish to make significant changes to their living arrangements, but are unable to do so until the claim is resolved. But having considered the matter I'm satisfied Aviva's done enough to put things right.

During the period of delay, August 2024 to November 2024, the property was occupied by Mr W's daughter. His tenants had moved out earlier in the year. She's been paying him around a third of the rent charged to the tenants, according to Mr W. I understand Aviva's paid him the equivalent of six weeks of the tenants' rent. As far as I'm aware Aviva wasn't obliged under the insurance policy to pay that. I say that as the policy requires the property to be 'unfit to live in' for loss of rent cover to pay out. I haven't been informed that the property was in such a condition.

Considering Mr W was receiving some rent from his daughter for the relevant period, and the property wasn't unfit to live in, I consider Aviva's made a fair contribution towards any loss he may have experienced. On top of that it offered a further £400 compensation. I've acknowledged the inconvenience and frustration Mr W feels its responsible for. I note this latest episode is in addition to previous instances of poor claims handling. But considering the length of delay, and its loss of rent payment, I consider Aviva's made a fair offer here. So, I'm not going to require it to do anything more.

### **My final decision**

For the reasons given above, Aviva Insurance Limited, if it hasn't already, needs to pay Mr and Mrs W £400 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 8 April 2025.

Daniel Martin  
**Ombudsman**