

The complaint

Mr M and Miss M complain about the way Aviva Insurance Limited ('Aviva') handled a claim for damage under their home insurance policy.

Mr M has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, as those of "Mr M" throughout this decision.

What happened

Mr M held a home insurance policy underwritten by Aviva. He originally made a claim for damage in 2017 following an escape of water. A number of reinstatement works were required; including repairs to drains, redecoration of stairs and landing, redecoration of a downstairs toilet and replacement of hallway flooring, as well as costs including CCTV drain footage and a party wall agreement.

Mr M brought these issues to this Service in January 2022 and an Ombudsman issued a final decision which outlined Aviva should make a cash settlement to conclude the claim, based on Aviva's own contractor's rates as well as paying for the costs of the CCTV survey of Mr M's drains and the cost of obtaining a party wall agreement.

It's important to note that Mr M did not agree to the Ombudsman's final decision which means it wouldn't have been binding. Nevertheless; Aviva proceeded to raise a number of cash payments in line with the decision which Mr M rejected and returned.

Mr M then raised a new complaint in respect of Aviva not raising cash settlements and not passing on details to their legal team. Aviva responded to the complaint in December 2023 and said two cash settlement offers had been made, in October 2022 and February 2023, respectively. And they said they had passed Mr M's requests on to their claims team instead of their legal team in line with their processes correctly. They didn't uphold the complaint.

Mr M remained unhappy and brought the complaint to this Service. He said Aviva hadn't applied for local authority approval when the new drains were installed, and they hadn't carried out a pressure test before signing them off. And Mr M said Aviva had failed to include these costs in their schedule of works. Mr M was also unhappy with Aviva's service and said they had failed to respond to his correspondence or pass his solicitor's letters on to their legal department, causing a 14-month delay.

An Investigator looked at what had happened but didn't recommend that the complaint should be upheld. She explained we couldn't re-consider anything that had been looked at by the final decision issued in January 2022. So, she said we could only consider the points responded to in Aviva's final response from December 2023, as well as Mr M's concerns that Aviva had failed to respond to his surveyor's reports he'd sent them.

The Investigator said that Aviva raised a cash settlement offer on two occasions in October 2022 and February 2023, and Mr M was advised that his queries were best directed to Aviva's claims team as the complaint was closed. The Investigator concluded that they'd

seen no evidence the service provided by Aviva was unfair or unreasonable following the previous decision issued. And they explained any complaints about Aviva's legal department would need to be raised with the Legal Ombudsman in the first instance.

Mr M did not agree with the Investigator's findings. He provided a submission in response which outlined that:

- His surveyor's report from March 2023 outlined a total minimum cost of £12,000 for the scope of works provided by Aviva in February 2023.
- Mr M had emailed this Service in October 2024 outlining a proposal to settle his claim by Aviva's contractors returning to his property to repair the drains.
- In a letter dated 10 October 2024, Mr M had detailed how he'd incurred to date costs and fees totalling £5,315.
- A full CCTV survey of his drains was carried out in November 2024 at a cost of £405.

The investigator looked at everything again and issued a second view but wasn't persuaded to change her outcome. She said she remained of the view that she couldn't comment on matters previously decided by this Service and had therefore focused her investigation on whether the service Mr M received from Aviva from January 2022 to December 2023 was fair and reasonable in the circumstances.

She concluded that they had – and also explained the previous final decision issued hadn't been accepted. But she said if Mr M remained unhappy with how Aviva had handled the cash settlement or with any other aspect of the claim then this would need to be raised as a new complaint as the issues Mr M had raised hadn't been responded to by Aviva.

Mr M remained unhappy with the Investigator's findings. He said Aviva hadn't responded to his proposal on how to finalise the claim and he was still waiting for an answer on his financial losses. And he disagreed with the Investigator's findings that he had been sent cash settlement offers.

As the complaint is yet to be resolved, it's 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 am not upholding this complaint. I'll explain why.

I note that Mr M has made detailed submissions over this complaint, and they span numerous points that have already been considered under separate complaints by this Service. I would like to reassure Mr M that I have considered these submissions in full, but I will not be responding to each individual point or argument raised. This is not meant as a discourtesy, but rather reflects the informal nature of this Service. My decision will therefore focus on what I consider to be the key issues that I am able to comment on.

This complaint essentially comes down to how Aviva have attempted to settle the claim and their communication. I should highlight from the start that the majority of the issues Mr M has raised in relation to settlement were considered by another Ombudsman at this Service in their final decision issued in January 2022. This means I won't be reconsidering any of the issues that formed part of that previous complaint. And while Mr M has raised a number of points around site-visits and reports carried out in late 2024 – I find that these are a continuation of the works that have already been considered under the last complaint; so, I won't be making a finding on them here in my decision.

I can see the Investigator has explained this previously to Mr M and said that Aviva feel there has not been a new complaint raised in respect of these issues. I think the issue here is that Aviva were operating under the belief that they needed to comply with the final decision that was previously issued in December 2022. And while I appreciate Mr M feels that Aviva have acted unfairly by not following that decision – Mr M did not accept the decision; so it was not legally binding on the parties.

Mr M has also highlighted that he is awaiting Aviva's response to his proposal on the scope of works needed. He says his surveyor's report from March 2023 outlined that required works would cost, at minimum, £12,000. As I explained previously, this is a continuation of the complaint point around the cost of the works needed to finalise the claim – and as this has already been addressed by an Ombudsman in a previous final decision, I'm unable to make a finding on this again as part of my own decision.

I can see that Mr M has made a distinction in saying that Aviva's cash offer was to cover the required drain repairs, but the cash offer wouldn't have covered all of the repairs outlined in his surveyor's report. But I can see the previous final decision the Ombudsman issued stated that the cash settlement should be based on "*a costing prepared by its own contractor.*" Therefore, as this matter has been concluded, I can't make a new finding of this issue based on Mr M's subsequent reports which he says shows the costs to be in excess of Aviva's own reports.

In respect of the issues I can comment on, these come down to the cash settlements and communications with Aviva in passing on details of their legal team, as well as incurred legal costs. To be clear, these issues span the date following the last final decision in January 2022 and up to Aviva's final response in December 2023. I'll address each in turn for ease of reference.

Cash settlement

The final decision issued in January 2022 outlined how to put things right – and Aviva looks to have sought to comply with these findings, even though they were not required to because Mr M didn't agree with the decision. Aviva raised payments in December 2022. I appreciate Mr M says these did not count as they did not reference being cash settlement offers, and they were not based on their surveyor's report from February 2022.

As I explained previously, these payments appear to have been raised in response to the final decision that was issued in January 2022 which was to be based on a costing prepared by Aviva's own contractor. Therefore, I'm satisfied that Aviva did raise cash settlements and as this is in relation to a previously decided complaint point, I won't be asking Aviva to do anything more here.

Correspondence to legal team

Mr M's complaint point here is in relation to Aviva not providing details of their legal team. I can see he was requesting these details to allow his solicitors to contact them to discuss the claim. Aviva provided a postal address for service but said that the concerns raised were in relation to the claim so should be dealt with by the claims team.

I note Mr M's solicitors outlined that they considered this a legal matter – but the nature of the ongoing dispute related to the claim outcome, so I don't find it unreasonable for Aviva to take the position that communication should be made with the claims team. And because they provided a postal address for service, I think this was reasonable to allow Mr M's solicitors to issue court proceedings if they chose to do so. It follows that I don't think Aviva acted unfairly here and I won't be asking them to do anything more than they have already.

Legal costs

I can see that Mr M raised the issue with Aviva paying his incurred legal fees around November 2022 and Aviva outlined that the policy did not cover any solicitor's fees. Mr M disagreed with this but raised no further objection in his email from December 2022, other than to say, *"we have informed our solicitor that Aviva are not going to reimburse us his fees."*

As this was not a complaint point raised to Aviva and not included in Aviva's final response dated December 2023, I won't be making a finding on this as part of my decision.

Conclusion

Under this Service's rules, the other issues raised by Mr M and not yet referred to Aviva would need to form the basis of a new complaint which Aviva must then have the opportunity to investigate before being referred to this Service. I can see this has been explained to Mr M on previous occasions, so I'm satisfied he has been fairly provided with clear information on how to raise any remaining issues he has with Aviva directly.

My final decision

For the reasons I've given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Miss M to accept or reject my decision before 11 June 2025.

Stephen Howard
Ombudsman