

The complaint

Mr A complains about how Aviva Insurance Limited (“Aviva”) intend to settle his property insurance claim. He says they won’t agree to include items that will be damaged during the repair process.

What happened

The following is a summary of key events only.

Mr A held a property insurance policy with Aviva. He reported a claim to them after his shower tray cracked and needed to be replaced. Aviva accepted the claim, but Mr A was unhappy that Aviva wouldn’t include the cost of replacing the surrounding bathroom tiles. Mr A raised a complaint to Aviva and said the tiles would likely be broken when the shower tray was removed and provided a report from a contractor to support this.

Aviva considered the complaint but didn’t think they’d acted unfairly. They said the tiles couldn’t be included in the settlement as they hadn’t been damaged yet. They referred Mr A to his policy wording, which said they would only cover loss that had actually occurred. And they said while their contractor had acknowledged there was a chance the tiles might get broken, they could assess this if it happened. Aviva said the claim would remain open and Mr A could raise any further damage that needed to be included at that stage.

Mr A remained unhappy with Aviva’s response to the complaint – so, he brought it to this Service. He said Aviva were acting unfairly and inconsistently because they’d already included other items in the repair schedule; including sink and plywood, that wasn’t yet damaged as part of the claim.

An Investigator looked at what had happened but didn’t recommend the complaint should be upheld. He said he thought Aviva had acted fairly by not including the tiles in the repair at this stage or the claim as they hadn’t actually been damaged yet. And he said the difference between the tiles and the other items Mr A said were included was due to those other items needing to be included in order for Aviva to carry out an effective and lasting repair. The Investigator said the tiles could potentially survive the repair process, so he felt it was fair for Aviva to wait until the repair was carried out before deciding whether to include tile replacement.

Mr A didn’t agree with the Investigator’s recommendation. He said the available evidence showed damage to the tiles was an unavoidable consequence of replacing the shower tray as the tiles sat directly on the edge of the tray. He said Aviva’s position that the tiles breaking was just a possibility was unfair. Mr A also said matching tiles wouldn’t be available, so even a single broken tile would leave him with a significant impact. Mr A also referred to previous Ombudsman decisions which he said had been upheld where there was an issue with foreseeable damage occurring.

Mr A asked for an Ombudsman to consider the complaint – so, 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've reached the same overall conclusion as the Investigator and I don't uphold this complaint.

I'd like to start by reassuring Mr A that I've intentionally summarised the background to this complaint, so not everything that's happened or been argued is set out above. So, while I've read and considered everything that's been provided - I haven't commented on each and every point made, or piece of evidence provided. This isn't meant as a discourtesy; it simply reflects the informal nature of this Service.

The crux of this complaint is that Mr A says Aviva should be including the cost of replacement tiles within the claim repairs. I can understand why Mr A feels strongly about this; both his own builder and Aviva's contractor have acknowledged that damage could occur, and he's worried about being left in a position where he can't source matching tiles in the event they do break. But it's important to outline that my role is to decide whether Aviva has treated him fairly in how they've handled the claim so far.

The policy terms require Aviva to cover the cost of repairing or replacing items that have been damaged as a result of an insured event. And as the complaint currently stands, the tiles are not damaged. So, while it's possible they may be broken when the shower tray is replaced, that hasn't yet happened. And Aviva has also made it clear they will keep the claim open and include any damage to tiles if this occurs. I find that Aviva's approach here is consistent with the policy terms and fair overall.

I've also thought about Mr A's submissions that Aviva has authorised the replacement of other items that aren't yet damaged, including plywood and lino flooring. But I don't find that it automatically follows that Aviva need to take the same approach with the tiles. The plywood appears to have been included in replacement as the cracked shower tray would have been allowing water to penetrate. So, Aviva would need to replace this in order to carry out an effective and lasting repair, whereas the tiles may be able to be reused. So, I find it was reasonable for Aviva to make a distinction between these items.

Finally, I've considered about Mr A's points about further delays and uncertainty if the tiles do become damaged when removing them. I take on board Mr A's concerns, but Aviva's position doesn't leave him uninsured or at the end of the claim process. Aviva have outlined that they will reassess the claim if the tiles do become damaged, and I would consider it to be good industry practice for them to do this promptly if this does occur, to prevent there being any delays to completing repairs.

I appreciate this isn't the outcome Mr A was hoping for, and I don't underestimate his frustrations in wanting to conclude the claim. But I have to balance this against the policy terms and what I consider to be a fair outcome in the particular circumstances of the case. And having considered this complaint and evidence very carefully, I don't find that Aviva has acted unfairly in the way they have proposed to handle this claim to date.

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 A to accept or reject my decision before 4 November 2025.

Stephen Howard
Ombudsman