

The complaint

Mr P has complained that Aviva Insurance Limited hasn't fairly settled a claim he made under his home insurance policy for an escape of water.

What happened

In 2006 Mr P made a claim for damage to his home caused by a cracked toilet. Due to the length of time that passed between then and July 2024 when Mr P contacted Aviva, the chronology is limited as Aviva no longer holds detailed records.

In 2010 Aviva upheld a complaint about a delay it caused dealing with the claim. Having reimbursed for some of the works and drying costs, Aviva offered to pay Mr P £1,800 as a cash settlement and £350 compensation for the distress and inconvenience caused.

Between 2010 and 2012 Aviva's appointed contractor was in touch with Aviva and Mr P. Emails provided show that Mr P didn't want to accept the cash settlement and was going to provide further estimates for remaining repairs. As Mr P didn't provide further information, eventually Aviva closed the claim.

In July 2024 Mr P contacted Aviva and provided quotes from 2011 and 2012. He wanted Aviva to settle his claim.

Aviva said due to the time that had passed it couldn't validate his claim, so it didn't agree to pay any more. Mr P complained, but Aviva didn't uphold his complaint.

One of our Investigators explained that while Aviva didn't set a timeframe for Mr P to provide estimates, it was reasonable given the claim was so long ago for Aviva to not now be able to validate the works being claimed for.

The Investigator thought a fair outcome was for Aviva to pay Mr P the £1,800 it originally offered with interest at 8% simple interest a year, along with the £350 compensation offered.

Aviva accepted the Investigator's view. Mr P didn't agree. So 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.

When a claim is made, an insurer needs to validate the claim. In order to meet the costs of repairs, validation should be done within a reasonable period of time. The longer time goes on, gradual wear and tear of a property comes into play and it is more difficult to distinguish between incident and non-incident related works. Aviva no longer has detailed records of Mr P's claim. Mr P says the remaining works were no longer a priority for him as time passed. He intended to put the property up for sale which prompted his contact with Aviva in 2024.

Due to the time that has passed, I think the fairest outcome is for Aviva to pay the offer it

made of £1,800 along with £350 compensation offer. At the time, Aviva asked Mr P to accept the offer within 14 days. Mr P didn't agree.

Mr P says he doesn't accept for the same reasons when the offer was made. But in light of the years that have passed since the incident occurred and his claim was closed due to no contact from Mr P, I think this is a reasonable way to resolve his complaint. So I'm not asking Aviva to do any more.

My final decision

My final decision is that I uphold this complaint. I require Aviva Insurance Limited to do the following:

- Pay Mr P £1,800 in line with the offer it previously made to settle the claim.
- Pay £350 compensation that was offered at the same time.
- Pay interest on the £1,800 from the date the original offer was made to the date paid at a rate of 8% simple interest a year.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr P accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If Aviva Insurance Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr P how much it's taken off. It should also give Mr P a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 12 August 2025.

Geraldine Newbold
Ombudsman