

The complaint

Mrs T has complained about Aviva Insurance Limited's (Aviva's) handling of a claim for damage to her property caused by subsidence.

Any reference to Aviva in this decision also includes its agents, contractors, and employees.

What happened

In June 2021, Mrs T made a claim under her home insurance policy for damage to her property caused by subsidence linked to defective drains. The works required to repair the damage were completed in June 2024. A certificate of structural adequacy was then provided.

Mrs T later raised concerns with Aviva about some snagging items relating to the repair works, including sticking doors and windows, sinking floorboards and a gap in the skirting board in the back bedroom, the quality of the reinstatement of sections of the external walls, broken roof tiles and rubbish being left on the property.

On a call with Mrs T about her concerns, Aviva agreed to a number of actions to resolve the snagging issues and issued a summary resolution letter. However, the agreed actions weren't completed, so Mrs T complained about that and in addition, mentioned a missing alarm contact which had been removed from a bedroom door. Mrs T also raised some concerns and questions with Aviva in relation to the property's drains.

In its final response sent to Mrs T about the complaint, Aviva offer £400 compensation for the delays she had suffered and said Mrs T needed to contact its agents in relation to the outstanding issues and send it a quote for the alarm contact that needed to be replaced.

As Mrs T didn't hear further from Aviva, and as her concerns regarding the drainage weren't addressed, she referred her complaint to this Service. One of our investigators looked into what had happened and issued a view, in March 2025, upholding the complaint. In summary, she recommended that:

- Aviva's loss adjusters needed to contact Mrs T to arrange repairs and respond to her outstanding concerns.
- Aviva's offer of £400 was reasonable.
- Following receipt of Mrs T's quote for the missing alarm, Aviva should promptly meet that cost; and
- Aviva should arrange for its drainage specialists to review Mrs T's concerns and if they are connected with the insured works or subsidence, Aviva should rectify any such drainage issues in line with the terms of the policy.

Aviva accepted our investigator's view, and initially, so did Mrs T. Aviva paid Mrs T the £400 compensation, but eight weeks later hadn't contacted her in relation to the other matters the investigator had included in her recommendations. Our investigator contacted Aviva and asked that it communicate with Mrs T within the next week.

Two months later, Mrs T contacted this Service to advise that Aviva still had not been in touch with her, so the case was reopened and passed to me for a decision to be made. Aviva then sent in copies of contact notes showing that its agent had attempted to contact Mrs T. Aviva also said Mrs T had made no effort to contact it.

I have taken this further information into account in making my decision on this complaint.

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.

The contact notes provided by Aviva after receiving the investigator's view show that on 25 June 2025 it had attempted to contact Mrs T by email and by phone. In the email, Aviva informed Mrs T that it had asked its drainage team to contact her within a week and explained that if Mrs T hadn't heard from its drainage team within a week, then she would need to let them know.

Mrs T informed our investigator that she was happy that Aviva had been in contact with her, but she still wanted the case to progress to an ombudsman for a legally binding decision to be issued. When informing Aviva that the case was being reopened, our investigator explained that the onus was on Aviva to contact Mrs T about the outstanding snagging issues and her concerns regarding the drainage.

I have addressed the remaining issues in dispute under the relevant headings below.

Outstanding snagging items

While a certificate of structural adequacy has been issued in relation to the stability of the property following the repair works being carried out, Mrs T won't be fully indemnified by Aviva under the terms of her policy until the outstanding snagging works have been completed. A full indemnity will have been provided when Mrs T is placed in the same financial position she enjoyed immediately before the loss. That means that the snagging items Mrs T has highlighted, which relate to the works covered by the claim must be resolved.

Drainage concerns

Our investigator explained to Aviva that Mrs T recalled being told that she would need to have eco drains installed. Aviva responded to say that the claim was due to defective drains which were repaired by its drainage team. Aviva said it had not told Mrs T that she needed different pipes, and it had not made any comments regarding 'eco' drains as that is not a term it uses. Aviva has also explained that it has tried to obtain access to the property on previous occasions, but Mrs T has not always facilitated that access. As the issues relating to the drainage appear to be unresolved, Mrs T's questions and concerns about the drains should be addressed when Aviva's loss adjusters (or other appropriate agents) re-attend Mrs T's property.

Taking everything into account, I agree with our investigator that Aviva needs to arrange for its loss adjusters (or other appropriate agents) to meet with Mrs T at her property to understand what the outstanding snagging and drainage issues are (if any). Aviva also needs to resolve the outstanding issues in accordance with, and to the extent required by the policy terms regarding the claim. Mrs T will need to cooperate with Aviva's agents in agreeing times for any necessary visits to the property to assess and carry out any necessary repairs.

Replacement of alarm contact

Aviva has agreed to cover the costs of replacing Mrs T's alarm contact on her back bedroom door, but it cannot do so until Mrs T informs it of the costs she has incurred, or will incur, in replacing the alarm contact.

So, if Mrs T wants to be reimbursed for this cost, she will need to promptly provide Aviva with evidence of the reasonable cost of replacing the alarm contact. Once Aviva has received that evidence, it should arrange payment within four weeks of receipt.

Mrs T has confirmed that she has now received the £400 compensation from Aviva.

Putting things right

My final decision is that I uphold this complaint and require Aviva Insurance Limited to:

- Promptly arrange for its loss adjusters (or other appropriate agents) to attend Mrs T's property to address any outstanding concerns Mrs T has regarding the snagging items and drainage as far as they relate to the claim and are covered by the policy terms; and
- On receipt of evidence of the reasonable cost to replace the alarm contact missing from the back bedroom door, reimburse Mrs T for those costs within four weeks of receipt.

My final decision

My final decision is that I uphold this complaint and require Aviva Insurance Limited to carry out the actions detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 24 September 2025.

Carolyn Harwood
Ombudsman