

### **The complaint**

Ms I has complained about her property insurer Aviva Insurance Limited. She thinks it failed her and caused delays after she reported damage in her kitchen to it in October 2024.

### **What happened**

Ms I, having been away for the end of the summer, returned home to find the units in her kitchen had dropped. She contacted Aviva and it dismissed the claim. Ms I complained and Aviva, in a final response letter, said it should have done more, such as told her to get a plumber's report. It paid £200 compensation and sent a loss adjuster to the property, to check for signs of a water leak, on 19 November 2024.

Aviva's loss adjuster couldn't identify any signs of water damage. He was concerned though that cracking could be indicative of subsidence and felt a specialist assessment was needed.

The specialist attended Ms I's property on 27 January 2025. They determined it was most likely the property was not suffering subsidence.

In March 2025 Ms I appointed a plumber. The plumber found indications of a leak and suggested Ms I revert to Aviva and ask specifically for the trace and access policy cover to be utilised. Aviva instructed a trace and access company on 13 March 2025, they attended on 17 April 2025. On 23 April 2025 Aviva told Ms I a leak had been found and her claim had been passed to its loss adjusters for review.

On 29 April 2025 Aviva, having noted Ms I had been concerned about the progress of matters since November 2024, issued a further final response letter. It reviewed the course of the claim dating back to October 2024. Aviva said that "when we carried out a site visit in November 2024, we perhaps should have known then [there was] a leak". But also that it was not responsible for all of the delays in the claim. It said it would though pay a further £400 compensation.

Ms I remained unhappy. She complained to the Financial Ombudsman Service.

Our Investigator confirmed he could only look at matters up to Aviva's final response of 29 April 2025. Having considered the period of activity to that point, he was satisfied that Aviva's total sum of £600 compensation was fair and reasonable. So he didn't require it to pay anything more.

Ms I said Aviva had paid £200 for six weeks in October to mid-November 2024. So it should pay for the period mid-November 2024 to the end of April 2025 at the same rate. As such, she didn't accept that £600 total compensation was fair.

The complaint was referred for an Ombudsman's decision.

### **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 find I agree with our Investigator. Like him, I can't get into any matters raised with Aviva after the April 2025 final response letter – including any decision it has made on the damage. And, also like our Investigator, I'm satisfied Aviva did delay matters in the period October 2024 to the end of April 2025, causing Ms I some upset, which its offer of a total of £600 compensation fairly and reasonably makes up for.

I know Ms I thinks the level of compensation should be determined by looking at what Aviva paid for six weeks – and applying that 'rate' across the further, longer period where the claim still did not progress as she expected. But as our Investigator set out that is not how this Service assesses compensation.

Here we have a period of roughly six months. During that period Ms I was worried about what was happening to her home and Aviva has admitted to certain failures occurring. Failures which, if avoided, would have allowed the claim to progress more quickly.

But, for any upset caused by the event of the damage itself, and the necessary resultant claim, and all that would entail if handled correctly, there wouldn't be any compensation for Aviva to pay. Simply put suffering distress and inconvenience often goes hand in hand with having made a claim. It is only the additional upset caused by an insurer's failures, including it causing avoidable delays, which compensation is awarded for.

We'll take into account what happened during the whole period in question, rather than breaking that down. And then, whilst bearing in mind the failures and delay, look at the upset the policyholder was caused.

Aviva has noted two key errors by it in 2024. It said it should have told Ms I to get a plumber's report and that its loss adjuster, in late November 2024, should "perhaps" have recognised there was a leak. In either of those instances, I think it's fair to say then that, by late November 2024, Aviva should have known there was a leak occurring at Ms I's home and the claim, from that point should have progressed. The claim did not progress in actual fact until late April, around the time Aviva's final response letter was being issued. Meaning Aviva caused five months of delay; December 2024 through April 2025.

I know that during this time Ms I had to meet with a subsidence specialist and needed to obtain her own plumber. But I think those are things Ms I would always have needed to do. It was reasonable, in my view, that Aviva wanted to investigate the cracking at Ms I's home and that it appointed a specialist to do just that. And, as Aviva said in November 2024, it should always have asked Ms I to obtain a plumber's report. A request like that from an insurer is not unusual in the course of a suspected water leak claim.

I also know though that during those five months Ms I had to constantly chase Aviva for updates. She was left worried and concerned about what was happening with her home. But her home was not in a poor state of repair as some homes suffering undetected leaks can be, and the kitchen, whilst showing signs of damage, was not unusable. For the upset Ms I suffered in the period December 2024 through April 2025, I'm satisfied that £600 is fair and reasonable compensation.

Ms I has confirmed that Aviva has paid the £200 compensation offered in November 2024. But not the £400 offered in April 2025. As I'm satisfied the total sum of £600 was fairly and reasonably due, I'll now require Aviva to pay the outstanding £400.

### **My final decision**

Aviva has already made an offer to pay a total of £600 to settle the complaint and I think this offer is fair in all the circumstances.

So, £200 having already been paid, my decision is that Aviva Insurance Limited should pay a further £400.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms I to accept or reject my decision before 24 December 2025.

Fiona Robinson  
**Ombudsman**