

## **The complaint**

Mr M has complained about Aviva Insurance Limited. Aviva provides the insurance for Mr M's flat and the building the flat is situated in. Mr M is unhappy about how Aviva handled a claim made in 2018 for water damage to his flat (#4), the repairs for which only completed in 2023.

## **What happened**

Dating back to 2018 a claim was made to Aviva with Mr M's flat having been affected by water damage. In 2019 a leak was found in Mr M's flat. Mr M mainly lived abroad but Aviva agreed to providing alternative accommodation and the claim progressed.

Mr M raised some concerns with the claims progress with Aviva in late 2020, which Aviva responded to in a letter of January 2021. It offered some detail and its assurances that the claim was on track.

In late 2022 #4 was still being reinstated and Aviva was still providing alternative accommodation. The works were not due to complete until 2023 and Aviva said this was at least partly due to Mr M having chosen to complete uninsured work. Aviva recorded that the reinstatement was completed in the third quarter of 2023, with it receiving final invoices from Mr M's surveyor in September 2023, and settlement following in November 2023.

Mr M complained to Aviva in August 2023. Regarding the claim for #4 he felt Aviva had mismanaged things, thereby causing delays and the cost of the claim to increase. Particularly, he said, it did not ensure #4 was dry and when it was determined the property was still damp, it didn't act proactively to resolve that.

Aviva provided a Final Response Letter (FRL) in late 2024. It acknowledged the claim had taken a long time to conclude. But it noted it was complex and felt delays had been caused by others and/or due to uninsured work being undertaken. It was satisfied it had not caused any avoidable delays. Mr M complained to the Financial Ombudsman Service.

Our Investigator considered what had happened during the claim and set out a detailed chronology of key events. He was satisfied that Aviva hadn't caused delays and that if, on occasion, it hadn't handled things as well as it might have done, that hadn't materially impacted the claim.

Mr M didn't agree with our Investigator. He identified four instances – February 2019 to April 2019, July 2020, September 2021 to March 2022 and September 2023 to November 2023 – where he felt delays had occurred which were due to failures of Aviva. He said industry guidance required Aviva to handle claims promptly and fairly. He maintained Aviva had not done this.

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 it is clear to me that this claim has a long history and I understand that Mr M is frustrated that it took four years to resolve. Having noted the long history and the detailed chronology set out by our Investigator and shared with the parties in his view, I'm not going to set out much detail here about the events of the claim. That is in keeping with the informal nature of our Service, which allows me to focus on the complaint issues which remain in dispute. My focus here then is on the four points identified by Mr M in response to our Investigator's view and his concern that Aviva did not handle the claim promptly and fairly.

Mr M found water damage in #4 in September 2018. Initially this was attributed to an existing and known leak in the neighbouring property but then a leak within #4 was found and a claim was made for that in early 2019.

In February 2019 Aviva undertook a moisture survey. Mr M believed the main cause of damage was from the property next door and two further surveys followed. Further leaks within #4 were found. I know Mr M believes that, at the start of this period, Aviva should have instigated full trace and access work rather than starting and persisting with moisture surveys. But, whichever method was employed, finding the source of moisture where multiple leaks are occurring is often a complex and time consuming job. Having considered what happened at this time, I'm not persuaded Aviva acted poorly and caused an avoidable delay to the claim.

Even if Aviva had done something differently at the start of the above period and the leaks had been found sooner, I'm not convinced that would have impacted the course of the claim in a positive way. I say that because in the months after April 2019 the progress of the claim was blighted by difficulties such as arranging visits to the property with Mr M being abroad and additional damage being found. Finding the leaks earlier wouldn't, in my view, have avoided these issues arising or meant the claim would have moved on more quickly.

I'm mindful that whilst the claim for Mr M continued into 2020, as of March 2020 the Covid-19 pandemic took hold in the UK with restrictions to movement and work affecting many people, businesses and insurance claims. I know Mr M feels Aviva caused a delay during this period because it had agreed in principle to appointing a surveyor in February 2020 but the agreed surveyor wasn't then approved, allowing the claim to progress, until July 2020. I think it's of note that approval was granted in July 2020, which was around the time some of the most stringent pandemic restrictions were lifted. I'm not persuaded, given the events which unfurled nationally in March 2020, that if Aviva had approved the surveyor in February 2020, the claim would have been able to progress before July 2020.

I note that once the surveyor was approved in July 2020, the claim still did not markedly progress. Mr M is particularly concerned that Aviva caused delays between September 2021 and March 2022 when, during which time Mr M says, its loss adjuster provided four revisions to the scope for repair. I can understand that would seem frustrating. But I can see that the works, during this time, were being managed by Mr M's surveyor and that the loss adjuster was chasing the surveyor for updates. Also I'm satisfied that it was the surveyor which initially proposed revisions to the scope during this period.

The surveyor, acting for Mr M had produced a scope initially in spring 2021 which, following consideration by Aviva, had been agreed within about eight weeks. I think it's fair to say then that Aviva's loss adjuster, in early 2022, was concerned to learn that the surveyor was

suggesting a revision. It doesn't surprise me that changes, proposed at that time, were subjected to close scrutiny. It's also clear to me that the addition of uninsured work added a layer of complexity and reasonable debate to the process of agreeing the scope for work for which Aviva was responsible. It isn't always unreasonable for scopes for repair to be put forward, discussed and revised – that does not necessarily mean the insurer failed in producing, or in this case agreeing, the initial scope. I'm not persuaded that the scope needing revision/multiple revisions during this period was unreasonable or that Aviva caused avoidable delays in the claim at this time.

During 2022, following strip out works commencing, further damage was found. Again that is not unusual in a claim like this. It was then autumn of 2022 when the property was found to be dry, with reinstatement work due to commence thereafter, continuing into 2023.

It was once work drew to a close and completed in the second half of 2023 about which Mr M has raised his final point on delay. He says that, regarding making the final settlement payment to the surveyor, which was paid in November 2023, Aviva delayed by 63 days. I'm not persuaded a delay of that magnitude occurred at that time. Seemingly final invoices were presented to Aviva in September with payment being made in November 2023. That span of time is only around 63 days total. It's hard to see a delay of 63 days occurring at that time. In any event, I haven't seen that this delay in payment to the surveyor delayed the progress of the reinstatement work as that seems to have completed in around July 2023. I bear in mind Mr M says it was only partially complete by November 2023 – but I've not seen any evidence from him in that respect, and it would seem odd, to me, for final invoices to be presented by the surveyor if not all of the work had been done.

Mr M is correct, insurers are required to settle claims promptly and fairly. But an insurer can only reasonably do that in so far as it has the control and ability to do so. The requirement is not so far reaching that an insurer must settle a claim promptly and fairly *no matter what*. Rather an insurer should do what it can to meet that requirement, and, if things go wrong, and an eligible complainant should make a complaint to this Service about the insurer's conduct, we'll consider whether it acted fairly and reasonably, including in a reasonably timely manner, to progress the claim. Which is what I've done here. Clearly four years, or thereabouts, for a claim to complete is a long time. But, from what I've seen here, I'm satisfied that Aviva generally progressed things as it should have and in a reasonably timely manner. I haven't seen that Aviva caused any significant errors which negatively impacted the course of the claim such that the claim would otherwise have resolved significantly sooner than November 2023.

### **My final decision**

I don't uphold this complaint. I don't make any award against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 August 2025.

Fiona Robinson  
**Ombudsman**