

The complaint

Mr W and Mrs W complain about Aviva Insurance Limited's handling of their buildings insurance claim.

Mr W and Mrs W are being represented by Mr M, who I may refer to where applicable below.

All references to Aviva also include its appointed agents.

What happened

I'm aware other issues have been raised regarding the claim, but my decision focusses on the issues covered in Aviva's final response February 2025.

Below is intended to be a summary of what happened and does not therefore include a full timeline or list every point that has been made.

- An escape of oil occurred at Mr W and Mrs W's property in November 2023.
- During investigations, a section of paving stones in the driveway were required to be removed. However, the contractors said it couldn't be salvaged and reinstated after due to contamination.
- Mr W and Mrs W's contractor said compatible replacement stonework is no longer available, as modern stonework differs in size to the original. They said this would create an issue with the driveway potentially moving if a car was driven over it.
- Mr W and Mrs W have asked Aviva to consider a replacement of the driveway. However, Aviva didn't agree to this. It said in the circumstances the policy only provides cover for reinstatement and not for a full replacement of the driveway.
- Mr W and Mrs W subsequently raised a complaint about Aviva's decision.
- Aviva issued its final response to the complaint in February 2025.
- It said the policy would cover the costs for the section of driveway that was removed to facilitate the cleaning of the contaminated soil.
- It said considering the specification of the replacement stonework, it felt it could be sourced to match the existing one. So, it would not cover the replacement of the entire driveway.
- It acknowledged initially the replacement section of stonework would appear brighter due to the existing stonework being weathered but didn't agree the policy would provide matching item cover here.
- Mr W and Mrs W were not satisfied with Aviva's response, so they brought their complaint to our service.

Our investigator's view

Our investigator didn't recommend the complaint be upheld.

She said having considered the policy, it doesn't provide cover for loss of match for the driveway.

She said she wasn't satisfied the stones removed were beyond repair or that the stonework couldn't be sourced and replaced.

So, she felt Aviva had acted fairly.

Mr M responded to say Mr W and Mrs W didn't agree with our investigator's view of the complaint.

Mr M highlighted the comments from the contractor that dealt with the oil spill (and discarded the old stonework). They said Aviva's proposed solution would result in the driveway being unsafe, as modern stonework would not secure to the older stonework, meaning it could move every time a car moves across it.

The contractor said it wasn't possible to source the stonework to replace only a section of driveway. They said they tried the two major suppliers of stonework in the region who were unable to provide an exact match.

They also provided an email from one of the suppliers. The supplier set out they were unaware of what paving was laid prior to the newly laid paving (which seems to suggest the paving has since been replaced). It also says the newly manufactured type of stonework in question would not match the locking mechanism of the same brand if it had been installed several years ago. They further elaborated this would be dependent on what size the paving was, but it wasn't likely to be the same size or a match.

Mr M requested an ombudsman review the complaint.

Subsequent comments

Our investigator passed the contractor and supplier commentary to Aviva for consideration. Aviva however reiterated it had acted in line with the terms and conditions of the policy and its belief the stonework could be sourced.

Our investigator then set out her thoughts to both parties. In summary, she said she was satisfied the policy covered reinstatement only – and didn't provide loss of match cover for stonework. She remained satisfied Aviva had acted fairly in only offering to replace the damaged section of stonework and not the whole driveway.

The complaint has now 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 do not uphold the complaint for these reasons:

- The policy sets out that following damage, the property should be repaired, replaced or restored with equivalent property. It also says replacements could be offered to undamaged property if it is necessary to enable it to work in conjunction with that property that has been replaced, repaired or restored.
- In their initial report, the oil spill contractor set out under the remedial works section that the driveway could be reinstated
- However, they've later set out the issue with the locking mechanism of the old stonework would not work with the modern ones. They also said they had tried to source compatible stonework from several providers including those that provided refurbished or second-hand materials.

- I've reviewed the further information provided by Mr M. However, this only comes with comments from one supplier, additionally it doesn't appear the previous stonework had been inspected by this supplier as it has said it wasn't aware of what had been in place previously. So, while it has said it is likely older stonework of their brand would not be compatible, it hasn't been confirmed it was this particular brand, or that another wouldn't have been compatible.
- In addition, I've not seen any confirmation from any other new or second-hand supplier mentioned that it was unable to provide the stonework. So based on what I've seen, I'm not persuaded all efforts to source alternatives have been exhausted or that it isn't possible.
- Aviva set out that it believes it is standard, and replacements can be sourced. From viewing photos of the stonework, I can't see anything that persuades me it isn't standard.
- While I do acknowledge the comments about the locking mechanism from the oil spill contractor, they're not an expert in stonework or paving, and I've not seen anything from an expert that supports this, so I'm not persuaded by it.
- So, in summary, based on what I've seen, I'm not persuaded Aviva needs to make an offer to replace the whole driveway, and it has acted fairly in the current settlement it has offered which is in line with the policy coverage. If further evidence is obtained about the stonework by Mr W and Mrs W, then they should provide it to Aviva for consideration.

My final decision

My final decision is that I do not uphold Mr W and Mrs W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 30 October 2025.

Michael Baronti
Ombudsman