

## The complaint

Mrs D complains about Aviva Insurance Limited's handling of her subsidence claim made under her buildings insurance policy.

## What happened

Mrs D holds buildings insurance cover with Aviva. She made a subsidence claim in 2018, which was accepted by Aviva. It was established that the main cause of the subsidence was some nearby trees. These were protected under a tree preservation order and so couldn't be removed.

Initially, Aviva intended to carry out underpinning to the property. However, Aviva instead decided to install a crushed lime root barrier. This was installed in March 2023, and some drainage repairs were carried out too. Aviva carried out level monitoring until October 2023 and concluded the root barrier had resolved the movement.

Mrs D (via her solicitor) didn't agree with Aviva that the root barrier had stopped the movement, or that it was the most appropriate way to stabilise the property. She said she'd observed new cracks and movement since the root barrier had been installed.

Aviva's solicitor responded to Mrs D. They said the installation of the root barrier had worked and the property was stabilising. They confirmed that Aviva wanted to therefore carry out repairs.

Mrs D (via her solicitor) wrote to Aviva in April 2024 to set out her concerns with its decision to install the root barrier and not carry out underpinning. When Mrs D didn't receive a response from Aviva, she made a complaint about this. As Aviva didn't then respond to her complaint, she brought the matter to this service.

Although Aviva didn't formally respond to Mrs D's complaint, when it submitted its file papers to this service it said the delay in responding to the April 2024 letter was because it was seeking additional information. Though it also said the available evidence shows the root barrier has been effective in stabilising the property. Aviva accepted there had been a delay in responding to the letter of April 2024 and it offered to pay Mrs D £200 compensation for this.

Our investigator looked into things and recommended the complaint be upheld. She thought Aviva hadn't done enough to show that the root barrier had stopped the movement. She recommended that Aviva arrange further monitoring for at least a further six months and over at least two seasons. She also recommended that Aviva pay Mrs D £500 compensation (in addition to the £200 already offered) to recognise the inconvenience Mrs D had been caused by its delay in addressing the matter.

Aviva accepted our investigator's recommendations, but Mrs D did not. The matter has therefore been passed to me for a 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims promptly and fairly. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mrs D's complaint.

Although Mrs D's complaint to Aviva solely related to the delay in responding to the April 2024 letter, our investigator also considered Mrs D's concerns about the installation of the root barrier. As Aviva hasn't objected to this, I've done the same.

Aviva did initially plan to carry out underpinning. I understand this was because it required permission from third parties to install a root barrier, and it didn't think it would obtain this. Though this permission was later obtained. Aviva then opted to install the lime root barrier in March 2023. Its loss adjuster confirmed they had been using lime root barriers for 12 years with success.

Mrs D provided a report from a structural engineer firm in January 2023, who concluded that underpinning was needed, and thought the installation of the lime root barrier was 'ludicrous' and would just delay the inevitable. Though this was before the root barrier had been installed.

Aviva arranged for Mr C (a chartered civil engineer) to carry out a desktop review and take into account Mrs D's expert's concerns. Mr C wrote a report in August 2023, so shortly after the root barrier had been installed. He said he had no experience of using lime as a barrier, but he thought the science was sound and he had no reason to believe this was less effective than other barriers, such as copper-impregnated or geotextile physical barriers. He said he was satisfied with the strategy to install a root barrier and the design, depth and extent. Mr C explained it was an alternative to tree removal and achieves the same outcome. And that provided the effect of the trees is removed, the clay subsoil will gradually swell and return to its natural moisture content. He said the key is that the roots will not cause desiccation or subsidence in future summers.

Monitoring took place between 2 May 2023 and October 2023, and this showed minimal movement.

The policy says that Aviva will provide cover for loss of or damage to the buildings caused by subsidence. However, we would expect an insurer to ensure that any repairs carried out are lasting and effective. To do that, Aviva needs to stop any current movement. But it doesn't need to ensure the property never moves again.

On the face of it, it seems Aviva took reasonable action here as it installed a solution to stop the movement, so it could carry out the repairs. Whilst I appreciate Mrs D's expert didn't think the root barrier would work in the longer-term, as I've said, Aviva doesn't need to make sure the property never moves again.

However, I have concerns that the root barrier hasn't worked. In its covering letter to this service of June 2025, Aviva said it hadn't been made aware of any additional or worsening damage since the installation of the root barrier. But Mrs D's solicitor wrote to Aviva's solicitor in April 2024 and explained that Mrs D had observed further movement by way of cracks as well as movement to the front door. Her solicitor wrote to Aviva again in September 2024 and explained that Mrs D had observed the following further movement/problems since October 2023 (which was six months after the root barrier was installed, and just after the level monitoring stopped):

- Movement around the doorframe of the front door
- Mortar/pointing which had fallen out from the brickwork below the main bedroom window and above the front door due to movement
- Movement to the driveway

Mrs D has also explained to this service that new cracks have appeared in her bedroom and two spare rooms, and existing cracks have become worse. Given that Mrs D has reported further movement since the installation of the root barrier, I agree with our investigator that further monitoring should be carried out to ensure the property has stopped moving. If it has, then Aviva can arrange the repairs. If not, I would expect Aviva to consider other stabilising solutions.

Whilst Mrs D's expert thought underpinning was the only solution, I see an arborist's report from 2024 said a physical barrier could also be a suitable option. These are things Aviva will need to consider, but only if it is the case that the lime root barrier hasn't worked.

In terms of Aviva's handling of the claim and the service provided to Mrs D, I think this has been quite poor. It has ignored correspondence from Mrs D and failed to address her concerns about new damage following the installation of the root barrier.

Aviva offered Mrs D £200 compensation for its delay in responding to her solicitor's letter of April 2024, and I find that to be reasonable to address that particular delay.

However, I'm minded to agree with our investigator that Aviva ought to pay a further £500 compensation. I say that because as far back as June 2023, Mrs D's solicitor requested that monitoring be carried out for longer than October 2023, yet Aviva didn't address this. I see that Mrs D's solicitor also wrote to Aviva in March 2023, but this letter wasn't answered until February 2024. And as I've said, Mrs D's solicitor made Aviva aware as far back as April 2024 that further movement had been observed since the installation of the root barrier, but it didn't address this. The solicitor repeated this to Aviva in September 2024, but again, Aviva didn't take any action. So, Mrs D has had the worry of further damage happening in the property, and no reassurance from Aviva that her concerns were being addressed.

Mrs D has asked that Aviva cover her third-party costs (which includes the cost of obtaining expert opinions and legal costs).

The usual approach of this service is that we'll require an insurer to reimburse a consumer for the cost of an expert report if this changes the outcome of a claim. Though here, Mrs D's expert's reports haven't changed the outcome of the claim. I'm requiring Aviva to do something different based on Mrs D's explanation that further damage has occurred to her property since the root barrier was installed. So, I don't require Aviva to reimburse Mrs D for the cost of her expert reports.

As a free service, Mrs D could have brought her concerns directly to us and so I'm satisfied it wasn't necessary for her to instruct a solicitor, though that of course was up to her. I therefore don't require Aviva to reimburse Mrs D for her legal costs.

## **My final decision**

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

- Carry out further monitoring for at least six months and then decide whether to repair or explore other stabilising solutions accordingly
- Pay Mrs D £700 compensation\*

\*Aviva must pay the compensation within 28 days of the date on which we tell it Mrs D accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 10 November 2025.

Chantelle Hurn-Ryan  
**Ombudsman**