

The complaint

Mr G and Ms K complain about how a claim for subsidence on their buildings insurance policy has been dealt with by Aviva Insurance Limited.

What happened

The facts are well known to both parties, so I won't go into detail here. Mr G and Ms K raised a claim for subsidence in March 2022. At present, no remedial works have been started even though monitoring work was completed in early 2024. Mr G and Ms K raised a complaint as they were unhappy with delays and the proposed schedule of works. Aviva upheld their complaint and offered £700 compensation for the trouble and upset caused. Mr G and Ms K were unhappy as it didn't provide any reassurances for the remedial works. They brought the complaint to this service. On providing their case file, Aviva increased their compensation offer to £1,000.

Our investigator upheld the complaint. They didn't think the increased offer went far enough. They thought Aviva should pay a total of £2,000 compensation. Our investigator also didn't think Aviva have provided enough evidence to support the repairs they wanted to complete. Our investigator thought a structural engineer should be appointed to complete a report. Both Aviva and Mr G and Ms K appealed. Aviva thought the repairs they were suggesting were appropriate and provided some additional reasoning as to why. Mr G and Ms K didn't think there was enough detail about all aspects of the repair work needed. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both Aviva and Mr G and Ms K a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Based on what I've seen so far, I intend to uphold Mr G and Ms K's complaint.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether Aviva acted in line with these requirements with how they've handled Mr G and Ms K's claim.

At the outset I acknowledge that I've summarised their complaint in far less detail than Mr G and Ms K have, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an

informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a starting point, I need to make it clear what I can look into. I can only look into what's happened up until the final response letter was issued. At this time, Mr G and Ms K were unhappy with the schedule of works as it only covered cosmetic repairs.

Having reviewed the schedule of works, I agree that it only covers cosmetic work, there isn't any robust structural work listed. So, I can understand why Mr G and Ms K were confused and unhappy. It's only in response to our investigators view that Aviva have come back to us and provided an updated arborist's report and details of proposed structural work to be completed. Aviva has accepted the property is suffering from root induced shrinking and these trees are unlikely to be removed. They've also provided comments from their loss adjuster's senior technical manager:

"Superstructure works to the property will include those to aesthetic finishes but also to provide structural strengthening using robust methods, these include the use of heli-bar masonry reinforcement and plaster mesh repair work."

As I'm not a technical expert, I'm not able to comment on whether the above work is satisfactory or not to resolve the issues. It has been provided by a technical expert and at this time, there isn't anything to suggest it isn't appropriate. However, Aviva are required to provide a lasting repair. So, if the above wasn't satisfactory, I would expect Aviva to take further action and compensate Mr G and Ms K for the distress and inconvenience caused.

Aviva hasn't provided a new schedule of work based on the above comments and I appreciate Mr G and Ms K have concerns about several different parts of their property. Aviva will need to provide a new schedule of work to Mr G and Ms K and discuss any concerns they have. Should Mr G and Ms K be unhappy with the new schedule of work, they'd be able to raise a new complaint which this service would be able to consider further.

I do agree that Aviva hasn't handled this claim very well. There have been significant delays, communication has been very poor and the schedule of work wasn't appropriate. Although this is a distilled version of events, I've considered everything in the round and I think Mr G and Ms K have been caused sustained distress and severe disruption to daily life for more than a year. In line with our website guidelines, I agree with our investigator and think a total of £2,000 compensation is fair and reasonable in the circumstances."

I set out what I intended to direct Aviva to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses to my provisional decision

Mr G and Ms K didn't confirm either way whether they accepted my provisional decision or not. They advised they were still concerned about the following:

- The schedule of work not covering the stabilising of their house
- Not obtaining a certificate to confirm the property is structurally sound

Aviva didn't respond to the provisional decision by the deadline.

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.

I've thought carefully about the provisional decision I reached. Having done so, and as neither party has provided anything which could lead me to depart from my provisional decision, my final decision remains the same as my provisional decision, and for the same reasons.

Whilst I acknowledge Mr G and Ms K's concerns, I've asked Aviva to set out a new schedule of work. Aviva has confirmed this will include structural strengthening using robust methods. As the property isn't structurally sound yet, I wouldn't expect Aviva to have issued a certificate to confirm this yet. However, it's standard practice with subsidence claims that once a lasting and effective repair has been completed, the insurer will issue a certificate. If Aviva don't issue a certificate once the property is structurally sound, Mr G and Ms K would be able to raise a new complaint about this.

Putting things right

To put things right, Aviva should do the following:

- Set out a new schedule of work.
- Discuss the schedule of work with Mr G and Ms K and confirm how it addresses all issues they have concerns with currently.
- Pay Mr G and Ms K a total of £2,000 compensation.

My final decision

For the reasons I've explained above, I uphold this complaint and direct Aviva Insurance Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Ms K to accept or reject my decision before 21 October 2025.

Anthony Mullins
Ombudsman