

The complaint

Ms P complained that Aviva Insurance Limited (“Aviva”) unfairly declined her claim for damage caused by subsidence, under her home buildings insurance policy.

What happened

In March 2025 Ms P said she commissioned a defect survey of her home. She had noticed cracking and some sloping of her floors and suspected a subsidence problem. She contacted Aviva later in March to make a claim. She said it sent a photographer to take images of the defects. Ms P highlighted her understanding that Aviva was to send a loss adjustor or surveyor. After further contacts the business did send a surveyor to inspect the damage.

Ms P was told by Aviva’s surveyor that there was no subsidence, referring to the cracking as blown plaster and historical issues. She said she agreed to share her surveyor’s report if she was provided with a large print copy of Aviva’s surveyor’s report. Ms P said she chased Aviva on this point, but received no response. She remained concerned that subsidence was affecting her home and raised a complaint.

In its final complaint response dated 17 June 2025 Aviva explained that a photographer is usually sent first in these circumstances. This is unless the issue is thought to be particularly complex or unusual. It explained that an engineer attended within six working days of the claim being logged. Aviva maintained that it had acted appropriately.

Aviva told Ms P that its engineer’s findings were incorporated within the decline letter it sent. This confirmed no evidence of subsidence damage. The business said it would not refund the cost of Ms P’s survey, which she had arranged without its instruction and before she made her claim. Aviva referred to Ms P’s own surveyor recording no evidence of any subsidence issues. As a goodwill gesture it said it would pay £50 toward her postage costs.

Ms P didn’t think Aviva had treated her fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. He didn’t think there was evidence to support Ms P’s subsidence claim. He said there was no report for Aviva to provide from its engineer and that the £50 compensation it had offered was fair.

Ms P didn’t accept our investigator’s findings and asked for an ombudsman to consider her complaint.

It has been 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’m not upholding Ms P’s complaint. I’m sorry that she’s concerned about the potential for subsidence damage at her property. But I’ll explain why I think my decision is

fair.

It's for the policyholder to show that they have suffered an insured loss, fire, flood, theft etc. If they can then, generally speaking, the insurer should pay the claim. This is unless it can reasonably rely on a policy exclusion not to. I've focused on this here.

Ms P noticed cracking around windows and that some floors had started sloping. Her policy includes cover for loss or damage caused by subsidence. Based on this information I think it was reasonable that Aviva registered a claim and arranged for photos of the damage to be taken. I understand Ms P expected a surveyor to attend first. But from the explanation provided Aviva's process requires photos to be considered first in these circumstances. That said an engineer was sent to inspect the damage shortly after the claim had been registered. So, although I understand Ms P's concern that this didn't happen initially. An engineer did attend within a reasonable timeframe.

The engineer didn't provide a full report. But the decline letter dated 22 April 2022 set out the engineer's findings. Namely that no evidence of recent or progressive subsidence damage was found. The letter explained this meant there was no cover for repairs under the subsidence section of Ms P's policy.

I've read the defect survey Ms P commissioned in late March 2025. This was completed by a building surveyor. The report explained that Ms P was concerned about sloping floors and suspected this was due to subsidence. However, having read the report in full, there is no mention of a subsidence issue causing damage to Ms P's home.

A number of defects were highlighted in the report. Reference was made to construction methods and incorrect materials that had been used in repairs. Some sloping of the floors was found. But the surveyor judged this was related to how the floors had been constructed and gave instructions on the remedial works that should be carried out. Hairline cracking was noted in some parts of the plasterwork. But this was described as typical of older buildings (Ms P's home was said to have been built around 1900) and seasonal movement. The surveyor referred to cracking around windows and said this had likely resulted from the use of timber lintels. Again he provided instructions on how this could be remedied.

Based on this information no damage due to subsidence was found in Ms P's home by either Aviva's engineer or the surveyor she commissioned. Her surveyor has highlighted a number of defects. But none of these relate to subsidence. The issues described with damp, a lack of ventilation, incorrect repair materials, and the manner in which the floors were constructed all likely result from gradual causes or are the result of poor design/workmanship. These causes are excluded from cover under Ms P's policy.

Having considered the evidence, I'm satisfied that Ms P hasn't shown that she's suffered an insured loss due to subsidence. So, Aviva can reasonably decline her claim. Ms P is free to make a claim for loss, under a different cause, if she can show that this is something covered by her policy. But from what I've seen this hasn't been shown here.

I think it's reasonable that Aviva offered to pay Ms P £50 towards her postage costs. But I don't think it treated her unreasonably when it relied on its policy terms and conditions to decline her claim. So, I can't fairly ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or

reject my decision before 13 February 2026.

Mike Waldron
Ombudsman