

The complaint

Mr I complains about how Aviva Insurance Limited dealt with a claim he made on his home insurance policy after someone drove into his wall.

What happened

In January 2025 a third party drove their car into Mr I's front wall causing damage. He made a claim on his home insurance policy.

Aviva appointed its contractor to validate the claim in February 2025. Following this, Mr I's claim was referred to the underwriter for further consideration. The claim was ultimately accepted.

Aviva scoped the work and agreed to reinstate the damaged section of the wall. Mr I wasn't happy with Aviva's proposed approach to the repair. He was concerned the bricks being used to reinstate the wall were not an exact match to the ones already in the wall. Mr I was unhappy that Aviva were only repairing the damaged section of the wall, rather than replacing all of it; given the bricks wouldn't be an exact match.

Unhappy with how the claim was being dealt with Mr I complained. Aviva accept there were some delays with scoping the work and approving the schedule. It said it would attempt to use as many of the fallen bricks as it could as part of the repairs and would endeavour to match the remaining bricks as best it could. Aviva confirmed that it would not look to replace the entire wall if the bricks couldn't be matched exactly since that was outside the scope of the insurance policy. If Mr I insisted on replacing the entire wall Aviva could consider a cash settlement of the claim in order for him to arrange the repairs himself.

Mr I remained dissatisfied with Aviva's response – he was concerned whether the wall could be restored properly under the terms of the policy. So, he referred his complaint to this Service. Our Investigator considered the evidence and concluded that Aviva had acted fairly and reasonably in its handling of the claim. She said Aviva apologised for the initial delays and offered £150 to reflect the inconvenience caused. The Investigator said Aviva settled the claim in line with the terms of the policy and she was satisfied Mr I had been indemnified for his loss. She also concluded Aviva recorded the claim correctly given the circumstances.

Mr I didn't agree with the Investigator's view. He said he offered to fund an independent surveyor to resolve the dispute, but Aviva disagreed, he said Aviva failed to honour the policy's reinstatement obligation, no surveyor attended Mr I's property to inspect the wall, the £150 offered by Aviva doesn't cover the distress and inconvenience caused, and Aviva incorrectly recorded the incident as fault on his record.

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 explained my rationale below, but before I do I want to acknowledge that I've summarised events in my own words and in far less detail than what's been provided to me. If I've not mentioned anything it's not because I haven't considered it – I've carefully reviewed the evidence submitted by both parties. Instead, I've focused on the key elements of the timeline, and what I consider to be the crux of the complaint – in line with our remit as a quick and informal alternative to the courts. No courtesy is meant by that.

Policy wording

The terms of the policy say, "*We will pay for the cost of work carried out in reinstating or replacing the damaged parts of your buildings.*" So, I'm satisfied that Aviva acted within the terms of the policy in agreeing to reinstate the part of the wall damaged when it was hit by the vehicle.

The policy goes on to say, "*we will not pay the cost of replacing or repairing any undamaged parts of the building which form part of a pair, set, suite, or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.*" Here, the damage is contained to one section of the wall, so I'm not persuaded Aviva is liable for repairs to the remaining undamaged areas of the wall.

Mr I says Aviva has failed to honour its obligation under the terms of the policy relating to reinstatement. The policy says, "*the most we will pay for any one claim, including fees and related costs, is the amount it will cost us to reinstate the damage to your buildings in the same way, size, style and appearance as when they were new*".

Aviva decided to make a cash settlement for Mr I's claim. The settlement was based on Mr I's original quote for repairs. In addition, Aviva also authorised the VAT element of the estimate to be paid to Mr I. So, I'm satisfied Aviva has paid more than it is liable for under the terms of the policy, since the policy specifies the limit of Aviva's liability is its own costs to reinstate the damage.

Extent of damage

I have reviewed the quotes provided together with Aviva's claim notes and the contractor's preliminary report.

The report was completed following a visit on 14 February 2025. The report confirms, "*the impact caused the front section of the wall to be partially demolished between the original gateway and the right hand corner of the wall when viewed from the front.*"

The loss adjustor recommends, "*the disturbed sections of the wall will need to be taken down to the footings and rebuilt*". There is no suggestion within the report that there are issues with undamaged parts of the wall, and I'm satisfied no structural elements were identified and so appointing a surveyor wasn't deemed necessary. Based on what I've seen that seems fair.

No contractor would undertake a patch repair

Mr I says he was unable to find a contractor who would be willing to complete repairs to the damaged area of the wall only. I've carefully considered the quotes and comments received from various contractors who attended Mr I's property with a view to providing quotes for the work.

When considering Mr I's complaint, I have relied on the expert opinions provided by both parties. I understand Mr I strongly believes the wall needs to be rebuilt or at least assessed by a structural surveyor.

Aviva's report from its Loss Adjustor is summarised above. There is no suggestion within that report that the recommended repairs were unsuitable or inadequate.

Mr I's quote dated 15 May 2025 says the wall will be rebuilt due to unsuccessful matching of the existing brick. There is nothing in that quote that suggests the contractor would be unable or unwilling to repair the damaged section of the wall, or that any repair would be compromised if the entire wall wasn't rebuilt.

Mr I's quote from a different contractor dated 26 May 2025 says, "*as your property is of historical importance and sits in a conservation sensitive zone, I cannot repair what is left standing. It would not be structurally safe, aesthetically pleasing or in keeping with the property*". I have thought about this carefully, but it is only one opinion from a contractor tendering for work.

Mr I didn't accept Aviva's findings. And said he had reports from a number of contractors who refused to carry out repairs to only the damaged areas of the wall. I've thought about all of the evidence provided by the parties. I'm more persuaded by Aviva's report.

Aviva did not consider all of the quotes for rebuilding the wall when reviewing the claim, as the quotes provided were for more work than was covered by the terms of the policy. I believe this is reasonable in the context of the complaint, as Aviva are the experts in this insurance contract with Mr I. Aviva and its agents are expected to manage claims efficiently and professionally. Therefore, on the balance of probabilities I don't think Aviva acted unfairly in declining to cover the cost of replaced the undamaged sections of the wall.

At fault classification

Mr I says the third party admitted liability for the incident and so Aviva shouldn't have recorded the claim as a fault claim. He says the cost of his insurance premium has increased as a result of the way the claim has been recorded. But generally, claims are initially recorded as fault claims until they are resolved and any monies paid out are recovered. Since Aviva hasn't been able to recover its costs from the third-party (at the time of writing) the incident was recorded as a fault claim. So, whilst I understand Mr I is upset by this, it is standard practice across the industry, and I don't think Aviva has done anything wrong here.

Compensation

I understand the challenges the claim has created for Mr I, and I am sorry to hear that. Aviva say the £150 it awarded to Mr I in response to his complaint was in recognition of the delays encountered at the outset of the claim and any inconvenience caused. This Service has general guidelines for making awards for distress and inconvenience. The award band of up to £300 is suitable where there have been repeated small errors, or a larger single mistake, requiring a reasonable effort to sort out. Having considered all of the above I'm satisfied that in the circumstances £150 is reasonable to award, and so I think Aviva should now pay this if it hasn't already.

I know my answer will be disappointing for Mr I but overall, I think Aviva has acted within the terms and conditions of the policy. Where it has accepted there were some delays the compensation offered fairly reflects the distress caused to Mr I.

My final decision

For the reasons explained above I direct Aviva Insurance Limited to pay Mr I £150 if it hasn't already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 17 December 2025.

Kiran Clair
Ombudsman