

## The complaint

Mr R complains about Aviva Insurance Limited (“Aviva”) and their failure to progress the claim he made on his home insurance policy, following an escape of water from a burst water pipe.

## What happened

The claim and complaint circumstances are well known to both parties. So, I won’t be listing them chronologically in detail. But to summarise, Mr R held a home insurance policy, underwritten by Aviva, when he discovered an escape of water from a burst water pipe at his home. So, he contacted Aviva to make a claim in December 2022. This was a short amount of time after he had made a previous claim for roof damage above his kitchen.

Through 2023, Aviva offered Mr R the choice for their contractors to attend his property to assess the damage caused by the escape of water. But Mr R remained in dispute about the separate roof claim, and he explained he was obtaining quotes from his own contractors.

Aviva received no quotes or estimates relating to the escape of water repairs. So, they took no action to progress the claim until April 2025, where they appointed an independent engineer, who I’ll refer to as “X”, to inspect Mr R’s home. X compiled a damage report and costed scope of works to repair the escape of water damage they felt could be evidenced. And a cash settlement was presented to Mr R at some point after this. But Mr R was unhappy with the service he received, and he raised complaints about this.

In summary, Mr R was unhappy that in over two years, no repairs had been completed to his property. And he was unhappy with the time and effort he had spent trying to obtain quotes and estimates without success.

So, he wanted Aviva to compensate him for the inconvenience he’d been caused and restore his property to its condition pre the escape of water.

Aviva didn’t uphold Mr R’s complaint initially. But when notified of our involvement, they accepted the claim hadn’t been progressed as it should have and they offered to pay Mr R £300 compensation to recognise this. Mr R didn’t accept this offer, so our service continued to investigate.

Our investigator looked into the complaint and upheld it in part. Both parties have had sight of this outcome, so I won’t be recounting it in detail. But to summarise, while our investigator was satisfied the cash settlement proposed fell in line with X’s costed scope of works, they noted Aviva hadn’t given Mr R the option for them to arrange repairs on his behalf. So, they

directed Aviva to offer Mr R this option, as well as the cash settlement proposed. And they acknowledged Aviva had failed to effectively progress Mr R’s claim as they should have, while noting part of this was due to Mr R’s continued disagreement with the previous roof claim decline. So, they recommended Aviva increase their compensatory payment to £750 in total.

Aviva accepted this outcome. But Mr R didn't, providing several comments setting out why. These included, and are not limited to, his belief that this compensation amount failed to recognise the time he'd spent trying to source his own contractors and engaging with Aviva unsuccessfully. He also expressed his belief the repairs would cost over £30,000, some way off Aviva's settlement proposal of just over £5,000, also expressing his unhappiness that Aviva had sent their offer to us rather than himself directly. As Mr R disagreed, the complaint was passed to me for a decision.

I issued a provisional decision on 24 November 2025, where I set out my intention to uphold the complaint. But what I initially intended to direct Aviva to do differed from our investigator. Within that 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. Having done so, it's my intention to uphold the complaint for broadly the same reasons as the investigator. But what I intend to direct Aviva to do differs from the outcome recommended by our investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.*

*Before I explain why I've reached my decision, I want to set out clearly what I've been able to consider, and how. I note Mr R's escape of water claim was made in very close proximity to his roof damage claim, which was ultimately declined by Aviva. I want to be clear that our service has already considered Mr R's complaints and concerns that relate to his roof damage claim under a separate reference. So, these concerns, and any damage relating to the roof, will not be considered or impact my decision here.*

*Instead, my decision will focus solely on the actions taken, and service provided, by Aviva when progressing Mr R's escape of water claim. And I want to reassure both parties I've considered all the information and testimony they have provided, even if I haven't commented on it specifically due to our services approach as an informal alternative to the courts.*

*I note Aviva accepted our investigators findings and recommendation that followed. By doing so, I'm satisfied Aviva have accepted they failed to progress Mr R's escape of water claim as they should have done. Because of this, I'm satisfied this complaint point no longer remains in dispute, as Aviva have accepted they have acted unfairly and unreasonably. So, I don't intend to discuss its merits in detail. But for completeness, I want to provide a summary of my own conclusions.*

*Mr R raised his escape of water claim with Aviva on 16 December 2022. And I can't see Aviva arranged for the damage caused to his property by this event to be inspected until April 2025, which is more than two years afterwards.*

*While I recognise in 2023 Aviva were awaiting estimates from Mr R that he was trying to obtain from his own contractors, which I can't see were ever provided, this doesn't detract from the fact that, in line with industry rules, regulations and guidelines, the onus was on Aviva to deal with Mr R's claim promptly and fairly.*

*Considering in April 2025, Aviva decided to arrange their own inspection proactively, I'm satisfied they could have, and should have, reached this decision much sooner than they did. And by not doing so, Mr R was ultimately left living in a home with water damage for an extended period that would have been lessened had Aviva acted appropriately and as our service would expect. So, I do intend to direct Aviva to pay Mr R compensation to recognise the*

above, and I'll discuss this later within my decision when discussing what Aviva should do to put things right.

I then turn to the settlement Aviva have eventually proposed to conclude Mr R's escape of water claim. While Mr R did not complain about this directly with Aviva, I'm satisfied it is ancillary to his original complaint point as its proposal directly impacts the claim and its progression. So, it's something I've considered within this decision, in keeping with the rules and regulations we work within.

I must be clear it's not my role, or the role of our service, to re-underwrite the claim as we don't have the expertise to do so. So, I won't be speculating on what damage should be included within the settlement, and crucially, what this should cost. Instead, I've considered whether Aviva have acted fairly and reasonably when calculating and proposing the settlement they did.

With this in mind, our service usually deems it reasonable for a business such as Aviva to rely on the expert opinion they obtain, unless there is conflicting expert opinion that ought to have led them to do something differently.

In this situation, the expert here is X. And I note Aviva's cash settlement is based directly on the expert opinion of X, including its report and costed scope of works to repair the damage X felt could be evidenced and directly linked to the escape of water.

And I've seen no evidence to show Mr R has been able to obtain another expert opinion to dispute this, although I recognise Mr R has experienced difficulties in finding a business that was willing to do so, which ultimately isn't the fault of Aviva. Because of this, while I recognise Mr R's opinion that the damage repairs would cost in excess of £30,000, I'm unable to say B were unfair to rely on X's opinion and calculate a settlement based on this. And in line with industry guidelines, and the policy terms and conditions, Aviva are entitled to settle the claim with a cash settlement, so this in itself doesn't mean they have acted unreasonably.

However, our service would expect a business such as Aviva to offer a customer such as Mr R the choice of having the repairs completed by their contractors, as well as offering a cash settlement, if they wished to offer a cash settlement based on what it would cost them to complete the repairs.

To date, I can't see that the option of repairs has been offered. And I'm satisfied its reasonably clear Mr R doesn't believe this settlement is enough to cover the costs of the repairs should he be able to source his own contractor. Considering this, and the fact that Mr R has encountered significant difficulty when trying to source his own contractor which was made reasonably clear to Aviva, I would have expected them to propose this option. And they haven't.

So, I'm satisfied Aviva had acted unfairly for this point as well, and I turn to what I intend to direct Aviva to do to put things right.

### *Putting things right*

When deciding what Aviva should do to put things right, any award or direction I make is intended to place Mr R back in the position he should have been in, had Aviva acted fairly in

*the first place.*

*In this situation, had Aviva acted fairly and proactively as I would have expected, they would have progressed Mr R's claim more efficiently, leading to the arrangement of an inspection of Mr R's property much sooner. And this would have resulted in the arranging of repairs to Mr R's property, or the provision of a cash settlement for Mr R to arrange these works himself, happening sooner than it did which would have prevented the length of time Mr R has been left residing in a property with water damage.*

*I've no doubt this would have been frustrating for Mr R, living in a home with damage for longer than he should have. And I'm satisfied Aviva's lack of proactiveness ultimately resulted in Mr R spending significant time and effort attempting to source contractors to provide quotes to repair this damage, as well as engaging with Aviva where at times, responses haven't been provided as our service would expect.*

*I note Aviva offered to pay Mr R £300 to recognise the above. And our investigator recommended a further payment of £450, which Aviva accepted. But having considered the significant period Mr R has been living with damage linked to the insured event I can consider, I'm not satisfied this compensatory payment is significant enough.*

*Instead. I intend to direct Aviva to pay an additional £1,000, on top of the £300 they have offered, which takes the total compensatory amount to £1,300 in total. I'm satisfied this amount is a more appropriate compensatory payment, that falls in line with our services well documented approach to awards of this nature, to consider all the above and the extended period the claim has been ongoing unnecessarily.*

*But I am satisfied it does also fairly reflect the fact that Mr R was made reasonably aware in the spring of 2023 that Aviva were awaiting estimates for the repair work to address the escape of water damage. And, that Aviva did offer to arrange an inspection at this time, although they didn't follow this offer through as proactively as they should have.*

*I'm satisfied it also fairly reflects that some of the claim delays were most likely caused by the ongoing roof claim decline that occurred around the same time, which I'm satisfied Mr R prioritised when engaging with Aviva. So, I intend to direct Aviva to pay a total compensatory amount of £1,300.*

*And, to ensure Mr R is provided with all the opportunities I would expect to resolve his escape of water claim, I intend to direct Aviva to provide him with the chance to agree for their own contractors to complete the required repairs, outlined in X's report and scope of works. If Mr R accepts this course of action, Aviva should ensure these repairs are arranged as soon as possible, without delay.*

*Should Mr R not agree to this option, then I would expect Aviva to ensure Mr R receives payment of the cash settlement currently proposed. And if Mr R proceeds to arrange repair work, and additional damage is found he believes is linked to the escape of water event, I would expect Aviva to consider whether this should be covered by the policy Mr R held.*

*I understand this may not be the outcome Mr R was hoping for. And I don't intend this decision to detract from his lived experience during what I don't doubt would have been an extremely stressful and troubling time.*

*But I want to reiterate again this decision can only the service provided relating to the escape of water claim, and the costs to repair the damage linked to this event. It cannot, and has not, considered any impact, financial or otherwise, caused by the separate roof claim this service has already considered."*

## Responses

Neither party agreed with my provisional decision. In summary, Mr R continued to dispute the cost of repairs compiled by X. And he disputed the level of compensation I initially proposed, breaking this down into an hourly rate based on the time he spent contacting Aviva and his own contractors to obtain quotes.

Aviva also disagreed with the provisional decision. And they provided additional information which include a detailed timeline of the contact they had with Mr R, which they felt showed they had offered Mr R the option of using their own contractors on separate occasions through the claim process. So, they disagreed with my intention to increase the compensation above the additional £450 already put forward by our investigator, which they had already agreed to pay.

### 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 upholding the complaint. Following my provisional decision, which is copied in above, I wrote to both parties on 9 December 2025, where I explained by intention to reduce the compensation I intended to award from £1,000 back to £450, as recommended by our investigator initially, having considered the additional information sent by Aviva. Within this e-mail I said:

*"I've considered these responses at length, which included additional information that hadn't been provided previously. Having done so, my intended decision that Aviva acted unfairly when progressing and handling the claim remains the same. But what I intend to direct Aviva to do now differs.*

*Within my provisional decision, I set out my intention to direct Aviva to pay an additional compensatory amount of £1,000. This was in part due to my belief that they hadn't offered [Mr R] the option of them completing the repairs, rather than him needing to seek quotes for the work from his own contractors. However, the additional information that has been provided satisfies me that this option was offered to [Mr R] 31 January 2024 and 18 February 2025 by email. And that in between these dates, [Mr R] made it clear he was continuing to obtain his own quotes, with Aviva making clear they wouldn't take further action until these were received.*

*This satisfies me that the delays progressing the claim during this period regarding the burst pipe weren't solely the fault of Aviva. And so, I must consider this when deciding what Aviva should do to put things right. Having done so, considering Aviva accepted our investigator's recommendation of an additional £450 payment already, I now intend to direct them to pay this amount, rather than the £1,000 I initially proposed.*

*I understand this reduces the amount of compensation paid to [Mr R], which I note he has already disputed, laying out why he didn't feel the higher amount fairly recognised the hours he's spent engaging with his own contractors. But crucially, I'm satisfied [Mr R] incurred part of this inconvenience through his own choice, when an alternative option had been presented to him by Aviva.*

*So, an additional payment of £450, taking the total compensation to £750 in total, is what I intend to direct Aviva to pay, alongside the additional direction for Aviva to again provide [Mr R] with the option of using their own contractors to complete the repair, with a cash settlement being paid if [Mr R] decides not to utilise this option.*

*I also want to be clear that the rest of my provisional decision remains unchanged, including my intended finding regarding Aviva being fair to rely on the expert opinion they obtained that set out the works that need to be completed, and how much these would cost.”*

Aviva failed responded to this e-mail by the deadline set within it. So, in line with our services approach, I've assumed they have no further comments to provide.

But Mr R did respond, providing several comments setting out why. I want to reassure Mr R I've reviewed these comments carefully, and at length. But I want to be clear that his concern about an increase in policy excess appears to be a new issue that wasn't included within our services scope of this complaint agreed at the outset. So, he would need to raise this with Aviva directly before our service could consider, as well as any concerns about not being provided with his policy schedule. This decision continues to focus on Mr R's escape of water claim and Aviva's service provided within it, including any potential settlement put forward.

Mr R also discussed concerns he has about a neighbour dispute, and the way the police handled this situation. This wouldn't be something for our service to investigate as our remit is limited to the service provided by his insurer. And while I recognise he is unhappy with the outcome our service provided regarding his roof claim complaint, I've already set out clearly why this can't be considered within this decision. And this also includes the service our service provided when progressing that complaint.

But Mr R did raise comments I have been able to consider, which includes his belief that Aviva had not provided him with the option of using their contractors and that they had no-one local they could provide. And he attached an email he felt supported this position.

But having reviewed this information, I'm not persuaded this is the case. I'm satisfied that in the emails sent to Mr R in January 2024 and February 2025, Aviva offered the chance for Mr R to utilise their own contractors to assess and repair the damage to his home, caused by the escape of water. And I wouldn't expect Aviva to name the contractor they intended to use specifically at that stage.

And following the email Mr R has forwarded, from March 2025, I can see this option was presented again in June 2025 and December 2025, after a site inspection had taken place and a scope of works compiled. Crucially, I've seen no evidence to show Aviva have stated they had no contractors able to complete the repair work. I recognise Mr R has experienced difficulty in finding his own contractors, but this doesn't mean Aviva didn't have their own contractors, through their own commercial agreements, to use.

I also want to be clear to Mr R that while Aviva did appear to issue a holding email in reply to his response in March 2025, it's clear that following this, a site visit was arranged and completed. So, I can't agree Aviva failed to progress his claim effectively from this point.

But my decision remains that it took longer than I would have expected for Aviva to progress Mr R's escape of water claim overall. I note between August 2023 and January 2024, there was no contact between Aviva and Mr R, as well as between March 2024 and February 2025.

And I would have expected Aviva to continue acting proactively and seek updates from Mr R to understand what needed to happen next, which in this case was a site inspection, considering they were aware there was damage caused to Mr R's home that the policy they underwrote provided cover for.

Reading all the correspondence, I'm satisfied it ought to have been reasonably clear to Aviva that Mr R was continuing to link his escape of water claim, and his roof claim, together. And while I am satisfied Aviva eventually took steps to try and clarify this with Mr R, the onus ultimately remained on Aviva to ensure Mr R's escape of water claim was progressed effectively and I'm satisfied there were times when it wasn't as I would have expected.

So, for clarity, I'm satisfied that Aviva failed to progress Mr R's claim reasonably, as I would have expected them to do. But I must be clear my decision remains that I'm also satisfied they have acted fairly when relying on the professional opinion of X after arranging the site inspection, for all the reasons outlined with my provisional decision.

### **Putting things right**

Any award or direction I make is intended to place Mr R back in the position he would have been in, had Aviva acted fairly in the first place. And I want to be clear to Mr R that any compensatory award is made holistically, to consider the impact caused to him overall. It is not calculated on an hourly rate as he referred to in his response to my provisional decision.

I also want to reiterate to Mr R that this decision focuses solely on his escape of water claim. It has not, and cannot, consider the inconvenience caused to Mr R when attempting to obtain quotes, or engaging with Aviva, in relation to his roof claim which has been considered by this service separately.

So, with the above in mind, I remain satisfied that the additional £450 compensatory payment, taking the total compensation to £750, is a fair one, that recognises Aviva could have and should have progressed Mr R's escape of water claim more proactively than they did, with a new inspection being arranged sooner than it was. But I'm satisfied this payment also fairly reflects Aviva's offer to appoint their own contractors on more than one occasion, with Mr R choosing not to pursue or accept this. And, that there is no evidence that persuades me Aviva wouldn't have been able to fulfil this offer. So, this is a payment I'm now directing Aviva to pay.

And considering the above and the fact Mr R's escape of water claim remains unresolved some years after it was first reported, I'm satisfied Aviva need to take appropriate action to ensure the damage caused by this event is repaired. So, my decision remains that Aviva should proactively reach out to Mr R to again offer the chance for him to accept them appointing their own contractor's. If Mr R doesn't accept this offer after it's been offered again, Aviva should ensure Mr R received the cash settlement offer already proposed, in line with X's scope of works, so he is able to arrange for the repairs to be completed himself.

### **My final decision**

For the reasons outlined above, I uphold Mr R's complaint about Aviva Insurance Limited and I direct them to take the following action:

- Pay Mr R the required amount to ensure he receives a total of £750 compensation;
- Provide Mr R with the opportunity to accept the option of Aviva's own repairers completing the required repair work. If Mr R accepts this offer, Aviva should arrange the completion of these repairs without delay. If Mr R doesn't accept this offer, Aviva should ensure he receives the cash settlement offer already proposed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 14 January 2026.

**Josh Haskey  
Ombudsman**