

The complaint

Mrs C and the estate of Mr P complain about Aviva Insurance Limited (“Aviva”) and the refusal to cover all the damage believed to have been caused by subsidence. They also complain about the level of service provided by Aviva during the claim process.

Mrs C and the estate of Mr P have been represented by Mrs J during the claim and complaint process. So, for ease of reference, I will refer to any comments made, or actions taken, by either Mrs C or the estate of Mr P as “Mrs J” throughout the decision where appropriate.

What happened

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in order. But to summarise, Mrs C held a joint home insurance with the late Mr P, who sadly passed away during the claim process, when they discovered damage to their home believed to be caused by subsidence. So, Mrs J contacted Aviva, the underwriter of their home insurance policy, to make a claim on their behalf.

Aviva instructed a specialist subsidence company, who I’ll refer to as “IG” to manage the claim. IG were acting as an agent of Aviva and so, Aviva ultimately remain responsible for their actions. IG arranged for an inspection of Mrs C’s home by an independent expert, who compiled a report setting out their belief that much of the damage present was pre-existing before the inception of the policy. So, they recommended drainage repair works and superstructure repairs to damage they were satisfied were caused by the most recent subsidence event. Crucially, this didn’t include repairs to certain areas of Mrs C’s home, including the distorted floors.

The drainage repairs were completed, and a scope of works presented to Mrs J, with the option of repairs or cash settlement put forward. But Mrs J was unhappy with this, so she raised a complaint.

In summary, Mrs J complained about the settlement proposed, and the work it included. She set out her belief that not all the rooms in the house had been assessed. And she maintained the subsidence was continuing and hadn’t been stabilised. So, she wanted Aviva to cover all the repairs required to rectify all the damage present in Mrs C’s home, as well as compensation for the service failures Mrs C had experienced, which included direct contact and emails to the late Mr P after his passing.

Aviva responded to the complaint and upheld it in part. In summary, they thought they had acted fairly, in line with the policy terms and industry approach, when refusing to repair any damage that was caused before the inception of the policy they provided. But they initially offered £50 to recognise their service failings, before increasing this to £200 in total when the complaint was with our service. Mrs J remained unhappy with this response, so she asked our service to investigate.

Our investigator looked into the complaint and upheld it. Both parties have had sight of this outcome, so I won't be recounting it in detail. But to summarise, our investigator wasn't satisfied Aviva had provided evidence to show Mrs C's home was stable. And they thought that, in line with our approach, Aviva were obligated to deal with the damage predating the policy they provided, if movement had continued while their policy was in force. So, they recommended Aviva carry out further monitoring to assess the stability of Mrs C's home, ensure any outstanding drain surveys were completed, and pay a further £200 in compensation, on top of the £200 already offered.

Aviva didn't agree, providing extensive reasoning and supporting information setting out why. This included, and is not limited to, their belief that further monitoring would unnecessarily delay the claim, when they were satisfied the property was stable following the drainage repairs. And they maintained the flooring distortion was pre-existing and not related to subsidence due to its significance, and the property age. So, they maintained their outstanding offer to complete, or pay for, the superstructure repairs and £200 compensation was a reasonable one.

Our investigator considered Aviva's comments. But their opinion remained unchanged. As Aviva didn't agree, the complaint was passed to me for a decision.

I issued a provisional decision on 20 November 2025, where I set out my intention to uphold the complaint. 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. 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 intend to reach my decision, I want to set out what I've been able to consider and more importantly, how. I note Mrs J has raised concerns about the underwriter of Mrs C and the late Mr P's policy changing, without their knowledge or awareness. This issue would be something Mrs J would need to raise with the business who arranged the policy, who in this situation appears to be their bank. It isn't an issue that is the responsibility of Aviva to address and so, it hasn't been considered as part of this decision.

Instead, my decision focuses mainly on the crux of the complaint brought by Mrs J, which centres on how Aviva intends to settle the claim. And, whether the repair work they have already completed to the drains has resulted in the property now being stable.

When addressing these points, I want to be clear to both parties that, while I have considered all the testimony and evidence provided, I will only comment on the points and information I'm satisfied are pertinent to the decision I've reached, in keeping with our services approach as an informal alternative to the courts.

Ultimately, Aviva have relied on the expert opinion provided in the specialist report that was compiled in December 2023. And this report makes it clear that, following an inspection, the subsidence specialist believed a significant proportion of the damage found in Mrs C's home was gradual, and pre-existed the inception of the policy provided by Aviva, which began in July 2021.

But they did agree there was evidence of subsidence caused by damaged underground drainage. And they recommended repairs to address this, and the superstructure damage located and caused by this subsidence event. So, this is what Aviva have done and proposed.

I want to be clear that it's not my role to act as a replacement claims handler, or specialist. So, I'm unable to speculate on what I believe the cause of the damage may be. Instead, it is my role to decide whether Aviva have acted fairly and reasonably, and in line with the terms and conditions of the policy, when taking the action they have. And in line with our services approach, we usually find it reasonable for a business such as Aviva to rely on the expert opinion obtained, unless there is persuasive conflicting expert evidence that suggests they should have done something differently.

In this situation, the expert opinion is the report compiled in December 2023, following the property inspection. And from what I've seen, I'm satisfied the actions Aviva took up to the complaint final response which included the drainage repairs and proposed repairs/settlement based on the proceeding scope of works followed this expert opinion. So, without Mrs J providing a conflicting expert opinion, I'm unable to say Aviva have acted unfairly here.

I note Mrs J is unlikely to agree with this. And I recognise she doesn't believe Aviva's proposed repairs address the damage found in the property, particularly the floor distortion that is present. And she's made reference to the ABI domestic subsidence agreement, setting out why she believes this is appropriate in this situation. Both parties appear to have a working understanding of this agreement, so I won't recount it again.

But crucially, this guidance is applicable if the damage pre-dating the policy in question was caused by subsidence. And, that this damage would need to be repaired alongside the subsidence damage caused during the most recent event to provide a lasting and effective repair.

In this situation, the specialist didn't determine whether the distortion that predated the policy inception was caused by subsidence. So, this guidance wouldn't be applicable here. The specialist opinion was that the repairs to the drainage, and subsequent superstructure repairs proposed, would rectify the subsidence, render the property stable, and fix the damage this subsidence event caused. And this is what we would expect Aviva as the insurer to ensure.

I also note the terms and conditions of the policy Aviva provided make it reasonably clear that the policy wouldn't cover "loss, damage, injury or liability which occurred before the cover under this policy started" with the specialist stating the distortion and other damage was "decades old".

So, based on the evidence available to me at this time, I'm satisfied the actions Aviva have taken so far, namely the drainage repairs and their proposed settlement, are fair and reasonable and I don't intend to direct them to do anything more regarding this aspect of the complaint. Should Mrs J, on behalf of Mrs C and the estate of Mr P, obtain an expert opinion that disputes this, she should present this to Aviva and I'd expect them to consider it appropriately.

I understand Mrs J is unlikely to agree with the above. And I want to reassure her I have considered the point raised about the inspection itself, and whether all rooms were inspected. But I wasn't present at the time of the inspection, so I'm unable to say for certain what did and didn't take place. What I am satisfied of is the report provided significant detail that allowed for a scope of works to be compiled. So, I can't say there was anything to

suggest Aviva should have disputed, or not relied upon, the expert opinion they received.

But following on from the above, I would expect the work Aviva had completed, and proposed, to rectify the subsidence event that occurred during their policy. And this means leaving the property stable to prevent further damage.

Aviva have explained they believe the drainage repairs has left the property stable. And they have explained why they haven't completed any further monitoring or inspections to confirm this, to ensure the claim is progressed effectively without further delay.

I must be clear that this approach in itself isn't unreasonable. And Aviva do have a duty to ensure the claim is progressed effectively, to mitigate the impact to their consumer. But in this situation, I'm satisfied it was clear very early on in the process that Mrs J disputed the stability of the property.

And I'm satisfied this is further supported by more recent events, while the complaint has been with our service, where photo's potentially showing evidence of further movement were provided to Aviva, who agreed to re-visit Mrs C's property to investigate.

I've not seen any information that relates to this new attendance. So, I'm unable to speculate on what this found. But as the stability of the property remains in question, as it has since the drainage repairs were completed in 2024, I am of the opinion that Aviva need to take action to ensure the property is stable. And I'm also satisfied Aviva could have been more proactive in ensuring the property was stable when Mrs J first raised these concerns, which I also feel should be recognised and addressed. I will discuss this below when discussing what Aviva should do to put things right.

I also note Mrs J raised concerns about Aviva's communication with Mrs C, and the late Mr P, during the claim process. Aviva have already accepted their failures regarding this, offering compensation to recognise the inconvenience this caused. As this has been accepted by Aviva, I won't be discussing the merits in detail, as I'm satisfied they are no longer in dispute. Instead, I'll discuss the offer Aviva have put forward below.

Putting things right

When deciding what Aviva should do to put things right, any award or direction is intended to place Mrs C, and the estate of Mr P, back in the position they should have been in, had Aviva acted fairly in the first place.

In this situation, based on the evidence provided, I'm satisfied Aviva were fair to rely on the expert opinion and so, I'm satisfied they would always have completed the drainage repairs and then proposed substructure repairs based on the damage linked to the subsidence event caused by the drainage issue.

But I do think Aviva could have, and should have, been more proactive in responding to, and addressing, Mrs J's concerns about the ongoing stability of the property, after the repairs had been completed. And by failing to do so, Mrs J has needed to engage in Aviva's complaint process, as well as providing further evidence further down the line, which has ultimately resulted in a further attendance.

Had Aviva acted more proactively, I'm satisfied this attendance could have taken place sooner. And the findings of this would have either provided Mrs J with reassurance or led to further works being agreed.

So, I intend to direct Aviva to ensure they proactively assess the information provided by the

most recent attendance. If this suggests the property is stable, Aviva should ensure Mrs J, and so Mrs C and the estate of Mr P, receive an appropriate explanation stating clearly why the property is stable and reasserting the options available to them moving forwards.

If the inspection findings suggest there is still movement present that relates to the subsidence event that occurred within their policy period, they must ensure they take the appropriate steps in a reasonable amount of time to address this. This may be a period of further monitoring, or a decision on further repair work that may be required.

Further to this, to recognise the delays in addressing the stability concerns and how this has elongated the claim, I intend to direct Aviva to pay Mrs C and the estate of Mr P an additional compensatory payment of £200. I'm satisfied this payment is a fair one that recognises the length of time the claim has been ongoing without adequate reassurances on the stability being provided.

I also recognise Aviva have proposed another payment of £200 to recognise their communication errors. Having considered this payment, I'm satisfied it's a fair one that falls in line with our services approach and what I would have directed had it not already been put forward.

I'm satisfied it fairly reflects the impact caused to Mrs C when she received direct contact from Aviva having asked them to correspond with Mrs J instead, as well as the upset she would have been caused when realising Aviva had emailed the late Mr P, after his passing. I'm satisfied Aviva were aware of the passing, and the sensitive situation this presented, and I would have expected them to ensure their communication was tailored to reflect this, which ultimately, they didn't do.

So, I also intend to direct them to make this £200 payment, taking the compensatory payment to £400 in total. I note that Aviva initially offered a £50 payment in their complaint response, before increasing this by a further £150 when the complaint was with our service. This decision is made on the assumption no payment has been made to Mrs C and the estate of Mr P so far, as it required acceptance which wasn't provided."

Responses

Aviva responded to the provisional decision and accepted it, providing no further comments. But Mrs J also responded, providing a copy of the report compiled following the attendance held in September 2025. She invited our service to provide our feedback expressing her concern that the third bedroom has been missed from the first report.

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 won't be changing my original conclusions and so, I'm upholding the complaint for broadly the same reasons. My initial reasoning laid out within my provisional decision is copied above and has been seen by both parties. So, I don't intend to reiterate this again. Instead, I will focus on the information Mrs J has provided following this provisional decision, to explain why my decision remains unchanged.

First, I want to thank Mrs J for providing a copy of the most recent report. Having read through it, I'm satisfied it does make clear that repairs required to the kitchen and middle bedroom had been missed from the original scope of works. But crucially, my decision is only able to consider the actions Aviva took when they initially proposed how to settle the

claim, based on the information available to them at that time and up to the point of their complaint response in November 2024.

And it remains that at that time, I'm satisfied Aviva had no reason to dispute, or challenge, the independent expert opinion they had been provided following an inspection in late 2023. So, I remain of the opinion that Aviva were fair to propose settlement of the claim based on this when they did. Should Mrs J wish for Aviva to consider a complaint about how the first report was compiled considering the new information she has that was provided after Aviva's complaint response in 2024, she would need to raise this directly with Aviva and allow them the appropriate time to respond within their own complaint process, before our service could consider separately.

However, my provisional decision also explained my decision that Aviva ought to have recognised that Mrs J disputed the property was stable and taken appropriate action, which in this situation would have been to arrange a new inspection, sooner than they did. And it directed Aviva to ensure the findings of this inspection were proactively assessed and take the relevant action required without delay. So, this is what they should do, considering this report has now been made available to them. This includes taking any action necessary to ensure all damage has been assessed fully, including arranging any further inspections required to ensure a new scope of works completely takes into consideration every room that has been affected.

My provisional decision also laid out the compensation Aviva should pay, £400 in total, to recognise the impact these delays to the claim, and the other service issues identified, caused Mrs C and the estate of Mr P. And I remain satisfied that this compensatory amount is a fair one, that falls in line with our services approach. So, this is a payment I'm now directing Aviva to pay.

My final decision

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

- Proactively assess the information compiled from their most recent attendance regarding the stability of Mrs C's property and take the relevant action without delay; and
- Pay Mrs C and estate of Mr P the appropriate payment to ensure they receive a total compensation amount of £400.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and the estate of Mr P to accept or reject my decision before 12 January 2026.

Josh Haskey
Ombudsman