

## **The complaint**

Mr and Miss R complain about the response of Aviva Insurance Limited ('Aviva') to their home insurance claim.

Aviva are the underwriters (insurer) of this policy. Any reference to them in this decision can be interpreted as covering the actions of any agents they've confirmed were working on their behalf.

## **What happened**

The background to this complaint is well known to both Mr and Miss R and Aviva. I won't repeat in detail what's already known to both parties. Instead, in my decision I'll focus on the reasons for reaching the outcome that I have.

Mr and Miss R had a home insurance policy with Aviva. In November 2024, they made a claim on their policy following the discovery of water getting into their cellar. The claim was accepted. In early January 2025, Aviva started an investigation and excavation works. It was established that tree roots had impacted a drainage pipe. Around this time, Aviva identified issues with the structural integrity of the cellar and work ceased for safety concerns. Aviva offered to settle the claim for pipe repairs on a cash basis and said repairs to the structure weren't covered as the damage had occurred over time.

Unhappy, Mr and Miss R made a complaint about the service provided, the claim settlement offered and the incomplete works. Aviva offered £750 compensation. Mr and Miss R referred their complaint to our Service for an independent review. Our Investigator didn't recommend that the complaint be upheld and as the dispute remained unresolved, it's been referred to me for a final decision.

## **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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

I'm very sorry to hear of the impact of this claim on Mr and Miss R's health and their home.

I've carefully considered this complaint. Both parties should note that Mr and Miss R have made more than one claim with Aviva, but this decision is only considering the actions of Aviva when responding to a claim for damage to underground pipes/drains.

I can understand Mr and Miss R's annoyance at claim repair works beginning and then abruptly ending. However, I'm satisfied that Aviva have shown that the further issues with the structural integrity of the cellar presented a serious safety concern and it couldn't have

reasonably been known before they began repair works. I'm also satisfied this was not avoidable.

I've considered Mr and Miss R's points about Aviva leaving a 'hole' at their property, but on balance, I find this was unavoidable given the concerns raised. In their internal notes, Aviva have said *"Following the hole in the wall being bricked up by the contractor, [agent's name redacted] would then be able to return to site to complete the repair works, to complete the repair works [redacted] would need to extend the excavation externally to ensure this can be safely completed"*.

I find that Aviva have shown, with supporting evidence, that they can fairly rely on the gradual causes policy exclusion to decline covering repairs to the cellar itself and lintels, rather than a one-off insured event covered by the policy. I say this because the evidence supports the damage had occurred over a long period of time (several years), that there'd potentially been earlier issues and an awareness on Mr and Miss R's part - as they took steps to contact the third-party water company who undertook investigations in 2022.

It follows, that in the specific circumstances of this complaint it was reasonable that Aviva offered a cash settlement for drainage/pipe repairs under the accidental damage to underground services section of cover. I say this because the repairs covered by the policy couldn't go ahead until the other issues around the structural integrity (not covered) were resolved. I accept that it will have been worrying for Mr and Miss R to have been left with partially completed works.

Aviva have conceded that they let Mr and Miss R down with the service provided when responding to this claim. I find the £750 offered is broadly within the appropriate category of our published guidelines on these types of awards and goes far enough to recognise the impact on Mr and Miss R. I say this because clearly there were some avoidable issues (delays and poor communication), but other parts of the claim response unavoidably took time – such as the investigation into possible subsidence.

Aviva have recently confirmed that should the cost of repairs covered by the policy exceed the cash settlement offered, they'll offer an increase if appropriate - subject to Mr and Miss R providing reasonable evidence of any increased costs. I consider that fair. Aviva have also offered to consider any invoices related to vermin control costs. I consider that a fair and positive offer. Mr and Miss R can communicate directly with Aviva on these points.

My decision will disappoint Mr and Miss R, but it ends our Service's involvement in trying to informally resolve their dispute with Aviva.

### **Putting things right**

Aviva Insurance Limited will need to (if they've not already done so):

- Pay a total of £750 compensation in recognition of service failings.
- Cash settle the claim (as outlined in their final response letter).
- Consider any vermin control related costs Mr and Miss R have incurred, subject to reasonable proof of an outlay incurred.
- Consider any additional claim (pipe related) costs covered by the policy that are above the cash settlement that Mr and Miss R incurred, subject to reasonable proof of an outlay incurred.

**My final decision**

My final decision is that I partially uphold this complaint. Subject to Mr and Miss R accepting the decision before the deadline set below, I direct Aviva Insurance Limited to follow my direction, as set out under the heading '*Putting things right*'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Miss R to accept or reject my decision before 5 May 2026.

Daniel O'Shea  
**Ombudsman**