

The complaint

Mr and Mrs N 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 Mrs N and Aviva and goes back to a claim for fire damage made in 2014. I won't repeat what's already known to both parties and has taken place over the course of around twelve years. Instead, in my decision I'll focus on the reasons for reaching the outcome that I have.

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 devastating impact this fire had on Mr and Mrs N's home and the long-standing impact this has had on them and their family.

The scope of this decision

Given the passage of time, it's not unexpected that some important evidence/paperwork related to this claim and the various parties involved is no longer available. This is relevant as Aviva have told us:

"The consumer independently appointed [B2] as their loss assessor. Attached is the mandate (dated 14 February 2014 – the day of the fire), which clearly grants the appointed loss assessor the authority to undertake various responsibilities, including hiring surveyors and builders on the consumer's behalf."

"The consumer appointed [B3] to act as his surveyors. The consumer also appointed [B4 a building contractor]...when the consumer had certain variations that they wanted to introduce."

On balance, I'm satisfied that the evidence supports Mr and Mrs N initially appointed B2 to deal with this claim on their behalf. Mr and Mrs N have told us:

“...we sacked them after 6 week or 2 months as they were rubbish, maybe 3 months later from memory, but nothing was happening on the house, all they dealt with was taking our contents away and listing it... Aviva still oversaw the project from day one”

The evidence suggests that around the second half of 2014, Mr and Mrs N appointed a surveyor ('B3'). B3 then presented invoices to Aviva for payments to be authorised. Mr and Mrs N also entered a reinstatement contract with a builder – 'B4' in June 2015. Based on the available information I find that although Aviva were paying the various parties involved in this claim, I don't find that makes B2, B3 or B4 appointed agents of Aviva. The general approach of our Service is that Aviva would not be liable for anything that went wrong with a repair/reinstatement of a property unless we found that Aviva did something to take control over the repair/reinstatement - and I've not found evidence to support that conclusion here.

For complete clarity - I'm only considering the actions of Aviva in this decision and any agents they appointed to carry out claim related activities on their behalf. This doesn't include B2, B3 or B4.

Should our Service consider this complaint at all?

I've given consideration as to whether this complaint ought to be time barred under the relevant DISP rules that apply - given the issues raised and the time that has passed (there's a completion certificate dated February 2016 and a building control certificate dated May 2016).

In addition, I've also considered a signed mandate dated 1 August 2018 in which Mr and Mrs N accepted £30,000 in *“full settlement and discharge of all remaining claims”* under this policy. It's clear from the wording of the mandate it was intended to limit any future liability that Aviva might have. This is important because I'm satisfied the settlement agreed was intended to bring matters to a close and under DISP 3.3.4, there are potential grounds here for dismissing the complaint.

It was unusual, but very positive that Aviva then engaged with Mr and Mrs N around the outstanding issues at their property, but an unintended consequence of this action was it blurred the lines around responsibility for the claim related reinstatement and further issues post 2018. Our Service have queried with Aviva why they took such a (positive) step and they've said [**bold added for Ombudsman's emphasis**]:

“Unfortunately given the time that had passed, most of the parties involved in the project took considerable time to revert to us and on occasions some were no longer available or did not have requisite documentation to address Mr N's issue.

Whilst we were not obligated to do so, given Mr and Mrs N had engaged their own specialists to undertake the works, we considered that it would be of some benefit to Mr N if we appointed our loss adjuster to return to the property to inspect the issues noted. We appointed [an expert] to attend with our loss adjuster to investigate the issues and they attended in December 2024.”

“Our offer to assist should not be interpreted as an obligation to undertake the works listed... the repair works were subject to a contract between Mr and Mrs N and their contractor. Rather, it reflects our position as a reasonable insurer seeking to support the policyholder in addressing issues stemming from the fire damage, which, if left unresolved, could potentially result in further harm to Mr and Mrs N's property.”

It's not the intention of our Service to cause detriment to a customer and in the very specific circumstances of this complaint (because Aviva chose to engage with Mr and Mrs N around further claim settlement issues after 2018, I've gone on to consider the merits of the complaint.

My key findings

As outlined above, I'm not considering the actions of B2, B3 or B4. Mr and Mrs N would need to seek independent advice on any avenues available to them regarding the actions of those parties.

I find Aviva's response in which they set out the various issues raised by Mr and Mrs N and which of the issues (guttering, holes/gaps allowing draughts and vermin to enter and an issue with a door) they'd be willing to engage on to be fair and reasonable. It was in Mr and Mrs N's best interests that they did, and our Service wouldn't seek to interfere with that. I don't find that Aviva needed to do anything further in relation to this claim after Mr and Mrs N accepted the settlement in 2018 and I won't be directing them to do so.

Should any of the issues Aviva agreed to discuss further with Mr and Mrs N still be outstanding, Mr and Mrs N can speak to Aviva about those outside of this decision and the involvement of our Service.

My decision will disappoint Mr and Mrs N, but it ends our Service's involvement in trying to informally resolve their long-standing dispute with Aviva.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N and Mrs N to accept or reject my decision before 13 April 2026.

Daniel O'Shea
Ombudsman