

## **The complaint**

Mr and Mrs M have complained about the way Aviva Insurance Limited has handled a subsidence claim they made on her home insurance policy.

Reference to Mr M includes Mrs M and their representative. And reference to Aviva includes its agents and representatives.

## **What happened**

As the circumstances of this complaint aren't in dispute, I'll summarise what's happened.

- Mr M got in touch with Aviva in 2018 after he noticed crack damage to his home. Aviva accepted a subsidence claim and took steps to deal with it.
- Aviva asked Mr M to remove a hedge, which he did and replaced it with a fence. After monitoring, Aviva arranged for repairs to be carried out. But cracking reappeared soon after and Aviva considered things further. It found damage to the drainage system and carried out repairs.
- Mr M was unhappy with how the claim had been handled. He made complaints which were referred to this Service. In a previous case, we considered matters up to the complaint response in February 2023. In summary, we found that Aviva didn't need to reimburse the cost of hedge removal or the replacement fence. And compensation was paid for the distress and inconvenience caused by delays up to February 2023.
- The claim continued and, with drainage repairs complete, Aviva said it was appropriate to carry out building repairs again. It appointed a builder to visit Mr M in March. A schedule of work was created and shared with Mr M soon after.
- In June, the building was repaired but almost immediately afterward, the cracking returned. Mr M complained.
- Aviva responded in July 2023. It conceded its service had been poor. It said it would have the problem inspected and offered £500 compensation.
- Our investigator initially upheld the complaint. But after considering further information from Aviva, he was satisfied the offer it made in its complaint response was fair for what had happened between February and July 2023.
- Mr M didn't think this was fair. He said we should consider the whole timeline of the claim, regardless of previous complaints.

## **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.

- The scope of this complaint is the claim events between February and July 2023. It's clear Mr M feels very strongly that we ought to consider the entire claim afresh. But I simply can't consider events prior to February 2023 as they were already considered in the previous complaint and a final decision was issued about them. That means I won't be able to reconsider the findings about compensation up to February 2023 – or the reimbursement of the hedge removal and fence costs.
- Nor will I consider events after the complaint response in July 2023. Mr M is entitled to raise a further complaint about those events if he wishes.
- That leaves a roughly six month period of time to consider under this case. Aviva has accepted its service was poor during that time, so I don't think this is in dispute. The question is whether Aviva's offer to inspect the problem and pay £500 compensation was a reasonable resolution.
- The policy covers the cost of putting right subsidence damage. I would expect Aviva to carry out a lasting and effective repair of the damage. In order to do that, it must stabilise the property and stop the subsidence movement.
- At the beginning of this period of time, drainage repairs had just been completed. Together with the earlier hedge removal, Aviva thought these measures were sufficient to stabilise the property. That opinion was based on the professional opinion of its loss adjusters. I haven't seen any professional opinion to the contrary.
- As cracking returned so soon after the repairs were carried out, it's possible the property hadn't been stabilised. However, it's also possible the cracking was caused in other ways. It's important to establish the cause of the cracking to inform the next steps to put it right. So I think Aviva's offer to inspect the problem was reasonable.
- What happened at the inspection, and the next steps, are outside the scope of this complaint, so I can't consider them here. But when Aviva continues to deal with the claim, it should keep in mind the expectation for it to carry out a lasting and effective repair. It's failed to do that twice so far, so I would expect it to take appropriate steps to ensure the next repair fulfils that expectation.
- When the builder visited Mr M to create the schedule of repair, it told him it would likely take three months until work could begin – and that's what happened. I think it was reasonable for the builder to be open and honest with Mr M about the likely timescale – and to meet that expectation. However, I don't think it was reasonable for Aviva to leave Mr M with such a long wait for repairs. At that time, the claim was well over four years old and repairs had already been carried out – and failed – once before. So I would have expected it to prioritise the repairs to minimise the distress and inconvenience caused to Mr M. It didn't do that. And when repairs were carried out, they failed almost immediately.
- I think having to wait three months for repairs to begin – and for them to fail so quickly – would have been a frustrating, disappointing and upsetting experience for Mr M. As a result, I think it was right for Aviva to offer compensation.
- Bearing in mind the period of time I can consider, and the circumstances set out above, I'm satisfied the £500 compensation Aviva offered was reasonable.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 21 February 2024.

James Neville  
**Ombudsman**