

## **The complaint**

S, a company, made a claim on its Aviva Insurance Limited retail business protection insurance policy.

S's complaint is brought by its Director but in this decision, I shall refer to all submissions as being S's own for ease of reference.

S says that Aviva caused unnecessary delays in dealing with its claim and treated it unfairly.

## **What happened**

S made a claim on its Aviva retail business protection policy for damage that had occurred to its stock because of an escape of sewerage at its premises. Aviva appointed a loss adjuster to consider the claim.

The loss adjuster attended S's premises and took an account of how the escape of sewerage came about and how it was stopped. Aviva says the loss adjuster reported there was an inconsistency it wanted to clarify in relation to how the escape of sewerage was resolved so they asked S for details of its landlord to clarify one of the accounts S had given.

S has refused to provide details of its landlord. It says that although the landlord organised for the issue causing the escape of sewerage to be remedied, it didn't review the situation itself but rather sent a contractor to do so. S says the landlord would not therefore be in a position to comment on this issue. S feels this isn't a reason for its claim to be delayed and that it has had to retain stock that's been covered in sewerage since it made the claim because Aviva told it not to dispose of it. S also says that the stock is stored in its showroom, so it hasn't been able to use this and consequently has suffered a loss of profits and business interruption. It wants Aviva to consider its claim for this under the policy.

Our investigator considered S's complaint and said it shouldn't be upheld. She thought that Aviva's request was reasonable, and that S were under an obligation to provide Aviva with all information and assistance it needed to help it assess the claim. S doesn't agree so the matter has been passed to me to determine.

## **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 upholding S's complaint for broadly the same reasons cited by the investigator. I'll explain why.

It's a policy requirement that S provides Aviva with all information and assistance they require to allow them to investigate a claim.

The issue here is whether the information Aviva's loss adjuster on Aviva's behalf, has asked for is reasonable. As I understand it, they wanted S's landlord's details to verify how the escape of sewerage was stopped. That's not unexpected in a claim like this. Even if the loss

adjuster wasn't trying to iron out a discrepancy in S's account, Aviva would need to be satisfied that the cause of the loss had been stopped effectively, such that it would mitigate their losses going forward.

I appreciate that S feels its landlord can't comment on the issue directly because they didn't attend its premises. But that doesn't mean they can't comment with reference to the contractor S says the landlord sent. The landlord can for example relay the contractor's account to Aviva or provide details of the contractor it appointed to do the work.

I note that S has now provided details of its landlord's managing agents to Aviva's loss adjuster but advised them to copy it into the email they intend to send. I don't think this is a reasonable request. S doesn't need to be privy to any investigations Aviva makes with its landlord to establish the events surrounding the claim and I wouldn't expect it to do so. If S wants its claim to be properly considered it will need to provide Aviva with all the information its requested to do this and allow it the freedom to do so without seeking to be involved in any investigations, it makes.

Turning now to the delays that S has complained about; having reviewed the timeline surrounding this claim, I don't think I can say that Aviva are to blame for this. If S had provided Aviva's loss adjuster with its landlord's details sooner, I don't think the claim would have taken as long to progress. And as things stand, investigations are currently ongoing. I note S says the loss adjuster has yet to respond to it providing its landlord's management agent's details. Aviva should now ensure that it instructs its loss adjuster to continue investigating the matter if the adjuster hasn't already started doing so.

I don't intend to comment on the other issues S has raised about the information the loss adjuster has already gathered save to say this doesn't mean S did what it should have done and supplied its landlord's details, as requested. I know it is currently holding onto stock that is in poor condition. I recommend that S provides all the outstanding information due to the loss adjuster without delay so that its claim can be progressed as quickly as possible. For clarity I understand the outstanding information consists of a detailed claims schedule with supporting information, images/illustrations of the assembled lights e.g., from S's catalogue or website, and details of the pipe repair.

**My final decision**

For the reasons I've set out above, I don't uphold S's complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask S to accept or reject my decision before 5 October 2023.

Lale Hussein-Venn  
**Ombudsman**