

The complaint

Miss R complains about Aviva Insurance Limited's decision to decline a claim she made on her home insurance (contents) policy.

Aviva are the underwriters (insurers) of this policy. Much of this complaint concerns the actions of their appointed agents. As Aviva accept they are accountable for the actions of their agents, in my decision, any reference to Aviva should be interpreted as also covering the actions of their appointed agents.

What happened

As the background to this complaint is well known to Miss R and Aviva, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Miss R had a contents insurance policy with Aviva. On 14 January 2022 she tried to make a claim against her policy as she said water was coming up through her floor since the previous night. Aviva got in contact with Miss R's landlord who said they'd first been made aware of water ingress in December 2021. They also said Miss R had been moved to alternative accommodation from 26 December 2021 until 6 February 2022. This raised concerns with Aviva as it would mean Miss R wasn't living in the property at the time of the loss event.

Aviva investigated the claim and ultimately declined it as they said there was no evidence of a one off insured event taking place that caused the damage being claimed for. Miss R raised a complaint about the decline. She also raised dissatisfaction with the service she'd received - specifically, she was unhappy that she'd disposed of personal items because of water damage, but Aviva wouldn't cover them under this claim. After Aviva didn't uphold her complaint, she referred it to our Service for an independent review.

Our Investigator considered the complaint but didn't recommend that it be upheld. As Miss R remained unhappy, her complaint has 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service.

I'm very sorry to hear about what Miss R went through around the time of this claim.

Have Aviva fairly considered this claim in line with the policy terms?

Evidence from the local council authority explains that they'd visited the property in December 2021 – prior to the loss event being claimed for and various issues with the property, damp and mould are described. This is important as this predates the claim.

Further evidence from Citizen's Advice shows Miss R had been in contact about the condition of her accommodation prior to the loss event. Of relevance is:

'the client has told us that the roof leaks and that there are also burst water pipes underneath the property. The place is full of mould and the things that she had in the cupboards are all ruined. A lot of furniture is wrecked and her daughter is now suffering from asthma'.

I've considered everything Miss R has told and shown. But having carefully considered all of the evidence, I find that Aviva can fairly decline this claim because of the loss being claimed for not being caused by a one off event - such as a flood. I find this to be reasonable and in line with the policy terms.

I have sympathy for Miss R and her personal situation. It's understandable that as a parent she was trying to do her best for her family. In terms of this claim, the problems and losses she's experienced as a result of her accommodation are not something that Aviva needs to take responsibility for or put right - as an insurable event has not taken place. Aviva have correctly said that Miss R needs to take the issues up with her local council authority.

Have Aviva treated Miss R fairly and reasonably overall?

I find that Aviva took a proportionate and measured response to concerns they had about the circumstances of this claim. They fairly asked Miss R a number of questions to allow her the opportunity to clarify some of the details of the loss.

Miss R also raised an issue with advice she says she was given by Aviva to dump damaged items. Although our Investigator found that limited evidence has been presented to support this (not withstanding a SMS chain between Miss R and Aviva), in my opinion it doesn't make a material difference to the overall outcome in this complaint. I'll explain why now.

Miss R says she had to dump a number of items as they'd become smelly and unhygienic and was told to take photos of them. Aviva later said that by dumping the items Miss R prejudiced the claim. Aviva offered £50 compensation for any trouble or upset caused by any advice that was given. I find this to be fair, reasonable and proportionate because:

- I've already found that Aviva can fairly decline the overall claim - therefore the policy wouldn't need to respond here.
- If the items were in such a poor condition that Miss R, as a responsible parent, resorted to dumping them - I find it more likely than not that they weren't salvageable and regardless of any advice Aviva may have given that influenced her actions - she'd still have ultimately disposed of them.
- At the time that advice may have been given, Aviva were still considering the claim – so it wouldn't have been unreasonable to give Miss R that information at that point.

My decision will naturally disappoint Miss R, but it brings to an end our Service's involvement in trying to informally resolve her 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 Miss R to accept or reject my decision before 13 November 2023.

Daniel O'Shea
Ombudsman