

## **The complaint**

Miss M complains about the settlement offered by Aviva Insurance Limited (Aviva) following a claim made under her contents insurance policy.

## **What happened**

Miss M's hob was accidentally cracked, so she made a claim to Aviva, her contents insurance provider.

Aviva initially declined the claim based on Miss M only having contents insurance. But they accepted later that Miss M would take the hob with her if she moved, so they considered it as contents, and accepted the claim.

As Miss M's hob is no longer made, Aviva offered settlement based on a hob which they say is the equivalent. They offered either £340.55 vouchers or £330.23 cash, before excess deduction.

Miss M says the brand of her previous hob was superior to that which Aviva has based settlement on, and she paid around £400-£500 for it. As Miss M doesn't think the settlement offered by Aviva is fair, she approached this service.

One of our investigators looked into things but he didn't uphold the complaint. He was satisfied Aviva's offer was fair, so he didn't recommend they do anything further.

Miss M didn't agree and asked for a final decision from an ombudsman.

## **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, and whilst I appreciate it will come as a disappointment to Miss M, I've reached the same outcome as our investigator.

I understand Miss M purchased her hob around ten years ago, and at a cost of between £400-£500. Given the length of time since purchase, that hob is no longer made so an exact replacement can't be obtained.

The terms of Miss M's policy explain how claims will be settled:

*"We can choose to settle your claim by:*

- *replacing;*
- *reinstating;*
- *repairing;*
- *payment.*

*Replacement will be based on the nearest equivalent available in the current market. Please note that our replacement mobile phones are refurbished models.*

....

*If we can repair or replace property, but we agree to make a cash settlement, we will only pay you what it would cost us to repair or replace it."*

So, this explains a replacement is based on the nearest equivalent in the current market.

Having considered all the information provided, I think the hob that Aviva has based settlement on is a reasonable current equivalent. I say this because the specification is near identical to the damaged hob in terms of features and functionality. Therefore, I'm satisfied the settlement is on an equivalent basis and Aviva has acted in line with the policy terms.

I do recognise what Miss M has said about her old hob, that it is from a high street department store with own branding and made by a manufacturer which differs to what she is now being offered. And the settlement amount is less than she paid for the previous hob ten years ago. However, the policy terms outline an equivalent, and in terms of specification and functionality, this has been offered by Aviva. The terms don't specifically outline it would be either the same brand or equal to the original price paid.

Whilst I do appreciate Miss M's views on the brand she had and the brand that the settlement is based on, I haven't been provided with anything which demonstrates this hob would be inferior in terms of specification or function to that which she had previously. So, I'm satisfied that the settlement offered by Aviva is fair and reasonable in all the circumstances, and I'm not going to direct them to increase this or compensate Miss M as she's asked.

If now that I have issued a final decision Miss M would like to accept either of the offers Aviva has made, she'd need to contact them directly to arrange this.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 27 September 2023.

Callum Milne  
**Ombudsman**