

The complaint

Mr and Mrs Y complain Aviva Insurance Limited unfairly declined a claim they made under the accidental damage section of their home insurance policy for damage to their sofa.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on the reasons for my 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.

Where there's a dispute about what has happened, I've based my decision on what I think's more likely to have happened in light of the evidence.

Mr and Mrs Y made a claim which was declined by Aviva. It said under the policy '*chewing, scratching, tearing or fouling by domestic animals*' was excluded. And, as Mr Y had told it he'd seen the damage being caused by two cats, the claim was declined.

Mr Y is unhappy Aviva is suggesting they're dishonest. He says this problem has been caused by a language barrier as it was an assumption made by him the damage was caused by cats, not what he saw. They don't have any cats, Mr Y didn't see any animals in his sitting room and considers the damage was more likely caused by foxes. Further, even if cats had caused the damage to their sofa, he finds the term unfair.

My role is to consider whether Aviva has declined Mr and Mrs Y's claim in accordance with the terms of the policy, acting fairly and reasonably. Having done so, I'm satisfied it did. I'll explain why.

I've listened to the call Mr Y made to notify Aviva of the claim and part of this conversation is below.

Mr Y *Well it was hot yesterday and we had left patio doors open. My wife was upstairs, I was in study...and I came to sitting room and I saw two cats on the sofa. One of them had put their claw into the cushion and the other one was on the single chair with its claws on the hand of the sofa.*

Aviva *Ok, so the cats have damaged the sofa, is that right?*

Mr Y *Yes, we don't have cats so not sure if neighbours or what.'*

Mr Y says the word '*what*' at the end of this sentence shows he was describing what he thought *might* have happened. Further, the cat couldn't have been on the armchair and have its claws on the sofa and the damage is more consistent with biting rather than claws.

Having listened to the call and considered the evidence, I don't see things the same as Mr Y. I'm satisfied he was clear in the call when he described what he had seen and I don't consider this was misunderstood due to a language barrier. I say this because Mr Y went into details about what he saw on entering the sitting room and answered clear questions about the cause of the damage to confirm it was cats. And he didn't mention foxes or not having seen the cats himself at any point in the call when the exclusion about domestic animals was discussed by the call handler.

I appreciate Mr Y says he called Aviva back after the claim was declined to explain it must have been foxes. But, taking everything into account, I consider it was fair and reasonable for Aviva to rely on what Mr Y said in his first call to decline the claim.

I note Mr Y says this term isn't fair - it was a top of the range policy and *everything* should be covered. But this isn't generally the case for insurance policies – it's common to find matters which are excluded from cover, and I'm satisfied Mr Y's policy sets this out. So, I don't consider the policy term Aviva relies on to be unfair such that it isn't entitled to rely on it in this matter.

I recognise Mr and Mrs Y will be disappointed with this outcome. But my decision ends what we – in trying to resolve their dispute with Aviva – can do for them.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y and Mrs Y to accept or reject my decision before 5 December 2023.

Rebecca Ellis
Ombudsman