

The complaint

Miss O complains about the way Aviva Insurance Limited (“Aviva”) dealt with a claim for damage to her home following an escape of water.

Any references to Aviva in this decision include its appointed agents.

What happened

In October 2019 Miss O returned home to find her property had flooded.

She made a claim under her home insurance policy with Aviva. The damage was then assessed. Miss O however thought a full assessment hadn’t been carried out and complained to Aviva. Aviva didn’t provide a final response to the complaint, so Miss O referred her complaint to this service.

Our investigator considered the complaint and thought it should be partially upheld. She said while she thought Aviva had generally assessed the contents of Miss O’s home fairly, it hadn’t dealt with the claim or the complaint as well as it should’ve and should pay Miss O compensation for this.

Miss O didn’t agree with our investigator’s recommendations. She said Aviva’s failure to deal with her claim fairly had impacted her mental health and caused her stress – because of which she’d been unable to work for a substantial period of time.

Because Miss O didn’t agree with our investigator’s assessment, the complaint has now come to me to decide.

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 agree largely with the conclusions reached by our investigator and I’m upholding this complaint in part.

Miss O is unhappy Aviva hasn’t paid out for items that she says were damaged in the flood or which had gone mouldy due to the damp conditions. Based on the available evidence, I’m satisfied that Aviva has generally assessed the items fairly, though there are some things it hadn’t paid for at the time of our investigator’s review, which I think it should cover. I’ll explain why.

Having looked at all the available information, including photos of the damage, it’s difficult to ascertain what was damaged as a result of the flood and what wasn’t. Sometimes water damage isn’t evident from photographs alone, so I’ve relied on the experts in reaching my conclusions. And whilst the reports I’ve seen aren’t particularly thorough, I can understand Aviva’s position that it is unable to assess items which have been disposed of, so there’s no evidence of damage to those items.

Miss O has said she only disposed of items as she thought they had been assessed as damaged. But without evidence of damage to the items, I'm afraid it's difficult for me to say Aviva should cover the cost of them.

In relation to the items under the stairs, I can't see that these have been properly photographed so it isn't clear what's been damaged. It follows that I can't say it's unfair for Aviva to be disputing these. Several other items are also in dispute but I won't go into detail about them, except to say that I agree largely with our investigator that many of those could have been removed and cleaned, so didn't necessarily require replacement. I do however think Aviva's agents could've better advised Miss O about which items might be salvageable and to remove these from the property to have them stored elsewhere and cleaned. It has also been confirmed that some items such as contents for a motor vehicle wouldn't be covered, and looking at the policy terms I don't consider this unreasonable.

I've looked at the available information in relation to the sofa and TV. Aviva maintains that there was minimal damage to the lounge area – and the evidence supports this, as the agent who visited the property confirmed that the TV was on and working and the sofa they were sitting on wasn't wet. Although Miss O has said the TV stopped working after this visit and the sofa smelled of damp, she hasn't provided evidence to support what she's said. And the photographs of those items don't persuade me that they were damaged as a result of the flood. I can't see damage to the fireplace either, from the evidence provided. So it wouldn't be fair for me to require Aviva to cover the cost of these items.

In relation to the bedroom furniture, the bed frame doesn't appear to be damaged from the photos provided. It's also not clear from the photos whether any of the other bedroom furniture was damaged, and I don't consider it likely as some of the information and photos suggest moisture didn't travel far enough into the bedroom. I appreciate what Miss O has said about the headboard being furthest away from the bedroom door and that the agent accepted this was damaged. But this still doesn't persuade me that the rest of the bedroom furniture was damaged, as I haven't seen evidence of this – and the bed appears to be raised on metal legs so I don't consider it likely that the entire bed would've been affected by any moisture.

I've seen a photo of the signed picture – and I think it's fair for Aviva to have asked Miss O for evidence of its authenticity in order to value it, which hasn't yet been provided. So I don't think it unreasonable for these items not to have been covered in the claim.

Aviva has offered to pay for the jackets and coats, and said Miss O would be contacted directly about these. It also asked her to cost the damaged clothing so it could settle this, in an email dated 20 August 2020. Miss O has said she's given Aviva a figure of £1500 for the clothing but has received no confirmation. So I'm going to require Aviva to respond to Miss O promptly and cover this cost towards the clothing, unless it can provide good reason why the figure is in dispute.

I've carefully considered what Miss O has said about the impact this claim has had on her, and I sympathise greatly with her circumstances. It must have been incredibly worrying to discover what had happened and the long and frustrating process of getting things sorted must have taken a toll. But I think the £200 recommended by our investigator, which Aviva has agreed to pay Miss O for the distress and inconvenience she experienced, is a reasonable offer in the circumstances.

I say this because it's difficult to ascertain what level of distress was caused by the flood itself, and how much was a direct result of the way Aviva handled the claim – as there's always going to be some upset and inconvenience following such an event. Further, dealing with insurance companies isn't always going to be hassle free – time is often spent making

phone calls and chasing things up. Though I do think Miss O had to do more than I'd reasonably expect.

So while I can't fairly say Aviva is responsible for the impact this situation has had on Miss O as a whole, as I've explained above, I do think it could've done better. It didn't respond to her complaint, there were unreasonable delays, and I think the change in agents caused some confusion and poor service. I think Miss O should be compensated for this. And for the reasons I've given, I'm satisfied that the level of compensation our investigator recommended is fair and reasonable in the circumstances.

Putting things right

In order to put things right for Miss O, Aviva Insurance Limited must now:

- Settle the claim for the laptop if it hasn't already done so.
- Settle the claim for the coats and jackets if it hasn't already done so.
- Settle the claim for the other damaged clothing in line with Miss O's suggested figure of £1500, if it has not already done so. If it disputes the valuation Miss O has provided in relation to the clothing, it must give good reason for this and suggest a reasonable alternative within four weeks of the date Miss O accepts this decision.
- Add 8% simple interest per annum on any payments to Miss O in respect of the above items, from the date of loss until the date of settlement.
- Pay Miss O £200 for distress and inconvenience, if it hasn't already paid this following our investigator's assessment.

My final decision

I uphold this complaint and require Aviva Insurance Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 9 April 2022.

Ifrah Malik
Ombudsman