

## **The complaint**

Miss G is unhappy that Aviva Insurance Limited (Aviva) have declined to cover the cost of damage to her carpet under her home contents insurance.

## **What happened**

Miss G took out contents insurance as part of a tenants household insurance scheme arranged by her landlord with Aviva. In December 2020 there was a water leak from the boiler located in Miss G's bedroom. Miss G reported this to her landlord and disposed of the bedroom carpet which she said was damaged by the leak. A few months later she made a claim on her contents insurance for water damage to the carpet and for damage to the ceiling in the room below the boiler.

Aviva agreed to cover the cost of redecoration of the ceiling but declined the claim for replacing the carpet. They said that as Miss G had disposed of the carpet and they had seen no evidence of the damage, they wouldn't cover the claim. Miss G wasn't happy with this and complained to Aviva. She said that the water leaked from the boiler, through the carpet to the ceiling below. If Aviva accepted the claim for the ceiling damage, they should also accept the claim for the carpet as the water had to go through the carpet to get to the ceiling.

Aviva didn't agree and pointed out that the policy terms and conditions said that damaged items should not be disposed of before being seen by the loss adjuster.

Miss G then brought her complaint to this service. Our investigator looked into the matter but didn't recommend that the complaint be upheld. He said that he didn't think Aviva had acted unfairly by declining the claim when they had seen no evidence of the damaged carpet. Miss G asked for the matter to be considered by an ombudsman.

## **My provisional decision**

On 4 July 2022 I issued a provisional decision. I said:

*"Miss G took out the home contents insurance through her landlord. The water leak was first reported to her landlord and Miss G says that she thought that they would deal with all the resultant damage. However, the landlord declined to cover the cost of replacing the carpet and suggested that Miss G make a claim on her insurance policy. By this time Miss G had disposed of the carpet. The landlord didn't see the damaged carpet – and Miss G didn't take any photos.*

*When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused any damage that occurred. There doesn't appear to be any dispute that a water leak from the boiler is an insured event as Aviva repaired the damage to the ceiling below the leak. So, what I need to consider is whether it was more likely than not that damage to Miss G's carpet was caused as a result.*

*Miss G says that there must have been damage to the carpet as the ceiling underneath the carpet was damaged. I think this is a fair point. There must have been enough water to soak*

*through the carpet to get to the ceiling below and I think it's reasonable therefore to expect the carpet to have suffered water damage as a result. Miss G also confirms that the carpet suffered water damage and staining.*

*Aviva say that if damage occurred, they should be able to see the damaged item before it is disposed of. I've looked carefully at Miss G's policy terms and conditions. Page 25 says that the policyholder must "ensure that no damaged item is disposed of without being seen by the Loss Adjuster". Miss G didn't do this.*

*However, I have to consider whether it's fair to decline the claim for this reason. Miss G was initially expecting her landlord to sort out the damage so there was no reason for her to save the carpet. I also accept that Miss G had limited storage space at her property and so saving a wet carpet would not have been reasonable. Whilst I appreciate that Aviva have been unable to inspect the damage, I don't think they have been unduly prejudiced by this. Miss G has described the water staining that occurred – and I think she is unlikely to have disposed of a carpet which wasn't damaged. Aviva also accept that the ceiling below was damaged, and it must follow that some water damage occurred to the carpet when the water soaked through it. I'm therefore satisfied that there is evidence of water damage and I don't think it's fair for Aviva to decline the claim because they couldn't inspect the carpet.*

*I therefore intend to uphold this complaint. I've also considered the issue of compensation. Miss G says she hasn't replaced the carpet because she couldn't afford to. Due to the time taken to resolve this matter, Miss G has had to live with her bedroom uncarpeted for over a year. This was upsetting for Miss G and affected the enjoyment of her home. I think it would therefore be fair for Aviva to pay Miss G £150 compensation for distress and inconvenience."*

## **Response to my provisional decision**

Miss G accepted my provisional decision. Aviva said that they should have been given the opportunity to restore the carpet, and that if Miss G believed she was going to make a claim she should have told them as soon as possible.

## **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.

I've considered the additional comments that Aviva made, but I haven't seen anything to make me change my decision. Miss G didn't originally think she would be making a claim and I think that she told Aviva as soon as she became aware that she was. Whilst Aviva would have liked to consider restoring the carpet, that would have meant Miss G having to keep a damp and stained carpet and as I've said previously, I don't think this was reasonable.

My final decision is therefore the same as my provisional decision.

## **My final decision**

My final decision is that I uphold this complaint and require Aviva Insurance Limited to replace Miss G's carpet and pay her £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 30 August 2022.

Elizabeth Middleton  
**Ombudsman**