

The complaint

Miss A complains Avantia Insurance Limited mis-sold her a contents insurance policy.

All references to Avantia also include its appointed agents.

What happened

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

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Avantia accepted the policy had been mis-sold, but for completeness I've explained why I think it has below.
- I've looked at the journey Miss A would have gone through when taking out the policy. The sales page provides three options to select from, a buildings and contents policy, a buildings only policy *or* a contents only policy. A consumer can select which product they want to take, but it provides no specific details at this point of the cover, or what isn't covered.
- In the journey, there is an asterisk next to the sentence '*what would you like your insurance to cover*'. It doesn't direct the consumer to read it before proceeding, but it does provide some definition of what is covered including '*...furnishing, rugs, televisions etc..*'.
- No specific definition is given for furnishings. But in general, the definition of furnishings includes carpets. I also consider carpets are usually included in most contents policies, and I'm not persuaded it would be reasonable for a consumer to conclude carpets are not covered from the wording included here. And as it is unusual, I think this needed to be significantly pointed out – and I'm not persuaded it was.
- I've also considered the screenshot of the page Avantia says Miss A would have needed to value her contents. But as our investigator has said, this shows a list of items that would 'typically' be included and excluded. But offers no further clarification and I don't think this is reasonable enough to lead a consumer to be aware the carpets are not covered.

So, for these reasons, I uphold this complaint.

Putting things right

- Miss A hired a skip at her own cost in order to store the damaged carpet, in case it was needed to validate a claim once the dispute was resolved. The carpet has since

been disposed of, as advised by our investigator, but as this cost has been incurred due to the claim being declined, these costs should be met. I believe Avantia already has a copy of the invoice for this.

- Avantia should also pay Miss A 8% simple interest on this amount, from the date of the invoice to the date it makes payment.
- As due to Avantia's error, Miss A has been denied the opportunity of making an otherwise valid claim under an Insurance policy. I think Avantia should pay the equivalent cost to Miss A for replacing the carpet.
- Miss A provided a quote for the cost of replacing the carpet. However, due to the passage of time that's passed since it was provided, a new updated quote from the proposed repairer may be required. So Avantia should allow Miss A to do so and meet any increased costs.
- Avantia should pay Miss A £100 compensation. I think considering everything available to me and what Miss A has told our service about her mental health condition, this fairly recognises the distress and inconvenience its actions have caused.

My final decision

My final decision is that I uphold Miss A's complaint.

To put things right I direct Avantia Insurance Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 14 June 2023.

Michael Baronti
Ombudsman