

The complaint

Miss K has complained about how Aviva Insurance Limited (Aviva) dealt with a claim under a home insurance policy.

What happened

Miss K had a fire in her home, which caused extensive damage. Aviva accepted the fire claim and assessed the damage. Miss K complained to Aviva because she was concerned about the way the contents claim was being settled, including whether it covered all of the damaged contents and that she didn't think the clothes had been sufficiently cleaned, as she said they still smelled of smoke.

When Aviva replied, it said when its contractor visited the property, it made a list of the damaged contents and that, due to a technical error, the list hadn't uploaded in its entirety. It said it awaited Miss K's response to the latest list it had sent of the items in order to resolve this issue. It also accepted that its technician had left a lit candle at the property. For the clothes, it said it had asked its contractors to check the clothing and it had been confirmed they didn't smell of smoke. It said Miss K could provide her own report if she was concerned toxins remained in the clothing. It offered £500 compensation for the issues with how the claim had been handled.

Miss K complained to this service. Our investigator upheld the complaint. He said Miss K should be given a final opportunity to provide a list of damaged items, given the original list had been lost due to a technical error. He also said Aviva should include the clothing in the settlement of the claim, as it was more likely than not that the clothes had come into contact with a significant amount of smoke. He said the £500 compensation offered by Aviva was reasonable in the circumstances.

Aviva agreed to consider a final list of damaged items. However, it said it didn't think it should deal with the clothing. So, the complaint was referred to me for a 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 uphold this complaint. I will explain why.

From what I've seen, this was a significant fire that, understandably, caused a great deal of distress to Miss K. That distress was added to by the way Aviva dealt with the claim, including its contractor leaving a lit candle in the property and the list of damaged items being lost due to a technical error.

I'm aware Aviva and Miss K have been trying to agree a list of items for some time now. Aviva has said that it is highly unusual for the technical issue to have happened. Had the original list not been lost due to the technical error, I think the list could have been progressed much sooner. It wasn't down to anything Miss K did that the list was lost and I

also think, given the extent of the fire and the number of damaged items, it is understandable why it was difficult for Miss K to recall all of the items that should be included. Ideally, the list would have been agreed before now, but due to the unusual circumstances, I think it is reasonable that a final list is compiled for the claim, which Aviva can then validate in line with its normal processes.

There is also the issue of the clothing. I'm aware Aviva and Miss K have strong views about the condition of the clothing. Aviva has said that it has been checked by two different contractors and it doesn't smell of smoke. Miss K has said it does smell of smoke and has also now provided a letter from a dry cleaner who has said they inspected some of the items and confirmed they smelt of smoke. So, I've thought about this.

I'm aware it was a significant fire and it is likely that it caused items to smell of smoke. Miss K raised concerns about the smell of smoke on the clothes as soon as they were returned by the company that had cleaned them and has continued to say they smell of smoke. Aviva got two companies to assess the clothes. I note that the first company, which was the company that cleaned the clothes, asked "*an independent person who works in the office rather than the technicians warehouse to go into the warehouse to check everything over*". I don't doubt that this person gave their honest view of the condition of the clothes, but I don't think someone who works for the same company is an independent person or that it is clear what checks they carried out. For the second company, Aviva has said the items were checked "*by hand*" and didn't smell smoke. I'm aware Aviva has also said both companies would have no reason to say the clothes didn't smell of smoke if the items did because the procedure was to replace items where they couldn't be successfully cleaned. I've also seen Miss K's recent dry cleaner report which says the clothes still smell of smoke.

I'm mindful it can be subjective whether something smells and what it smells of. But taking into account the extent of the fire, Miss K's consistent view that the clothes smell of smoke and the views of the two companies and the dry cleaner, I think it is more likely than not that the clothes still smelt of smoke. So, I think Aviva needs to deal with the clothing in the settlement it offers.

I've also thought about compensation. Aviva already offered £500 compensation, which I think is a substantial amount. Looking at everything that happened, I think what Aviva has already offered was reasonable in the circumstances and I don't require it to pay any further compensation.

Putting things right

Aviva should consider a final list of damaged items provided by Miss K to reach a settlement and deal with the clothes in the settlement offer. It should also pay the £500 compensation it previously offered if it hasn't already done so.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Aviva Insurance Limited to:

- Consider a final list of damaged items provided by Miss K to reach a settlement.
- Deal with the clothing in the settlement offer.
- Pay the £500 compensation it offered, if it hasn't already done so.

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

Louise O'Sullivan
Ombudsman