

## **The complaint**

Mr and Mrs G complain Aviva Insurance Limited trading as Quotemehappy.com (“Aviva”) unfairly declined a claim they made for damage under their home insurance policy.

## **What happened**

Mr and Mrs G made a claim for damage under their home insurance policy. A kitchen cabinet had fallen from a wall causing damage to various areas, including the floor. Aviva said the damage to the kitchen hadn't been caused by an insured event covered by their policy. But it said their policy did cover accidental damage to services, so it agreed to cover damage to the sink under this section of the policy. It said the other damage might have been considered under the peril of accidental damage, but that was an optional extra which hadn't been taken out by Mr and Mrs G.

Mr and Mrs G complained, they said the policy wasn't clear and the cost of repairing the damage would be thousands of pounds. Aviva didn't agree to change its position so a complaint was brought to this Service.

Our Investigator didn't think Aviva had acted fairly by declining the claim. She said not all damage is covered by a home insurance policy. And the policy is designed to respond to certain one-off, insured events. As the event Mr and Mrs G claimed for wasn't covered (apart from the sink element) she thought Aviva acted fairly in declining the rest of the claim.

Mr and Mrs G didn't accept that. They said anything that isn't covered should be transparent. They said a kitchen unit falling off a wall cannot be a rare event, and so Aviva should specifically exclude it in their policy if it didn't want to cover it.

As Mr and Mrs G didn't agree, the matter has 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.

Mr and Mrs G's insurance policy – like most other insurance policies – covers them for the cost of repairing damage following certain events happening. Such as damage caused by a storm, a fire, or a flood.

Mr and Mrs G's policy doesn't provide cover for kitchen cabinets falling off walls. Aviva says the damage caused by this sort of event would generally be covered by its optional accidental damage peril. Aviva says Mr and Mrs G didn't select this cover, and from reviewing the insurance schedule I'm satisfied that is the case. So as there is no other peril that the damage can fall under, Aviva made a reasonable decision not to cover most of the damage.

Included as standard in Mr and Mrs G's policy is accidental damage to services and sanitary fittings. So, Aviva accepted a claim for damage to the sink, as it falls under this definition, which I consider to be reasonable.

I understand Mr and Mrs G feel strongly that a kitchen cabinet falling off a wall should be specifically excluded if Aviva didn't want to cover it. Whilst this is their opinion, insurance

policies aren't designed to cover every eventuality. The exclusions of their policy cover include general things such as damage caused by wear and tear, faulty workmanship and deliberate or criminal acts. It doesn't list events it's not willing to cover, because an insurance policy is generally designed to list the events it *is* willing to cover, not those that it isn't.

Aviva not explicitly excluding "cupboards falling from walls", doesn't mean it should, therefore, cover it. The policy explains what the insured perils are, and simply put, cupboards falling off a wall isn't one of them. So, I'm not persuaded Aviva not specifically referencing the exact scenario Mr and Mrs G have found themselves in means its decision to not cover all of the damage is unfair.

Mr and Mrs G also say Aviva's definition of 'accidental damage' is misleading because it only covers damage caused suddenly by an outside force. They say even if they did have this cover, their claim wouldn't be paid, which is unfair. I don't think this is relevant to the outcome of this complaint because Mr and Mrs G don't have accidental damage cover. And it isn't the role of this Service to tell insurers how it writes its definitions – or to hypothesise on what might happen if a scenario was different.

I appreciate Mr and Mrs G want to avoid other policyholders being caught out by what they think is an unclear definition. But this Service looks at whether an insurer has acted fairly on an individual complaint. And I'm satisfied it has acted fairly in this one. I understand this has been a distressing incident for Mr and Mrs G, they say the kitchen wasn't old and the damage caused will likely cost thousands of pounds to repair. But I can't reasonably ask Aviva to cover this cost when it isn't covered by their policy.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 22 April 2024.

Michelle Henderson  
**Ombudsman**