

The complaint

Mr C complains that Aviva Insurance Limited refused to settle his claim for some items he says were damaged as a result of an escape of water event.

Aviva is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Aviva has accepted it is accountable for the actions of the agents, in my decision, any reference to Aviva includes the actions of the agents.

What happened

In late 2023, Mr C made a claim under his contents policy with Aviva after a leak from his boiler caused damaged to his carpet and some other items in his home.

Mr C was advised to contact Aviva again once his boiler had been fixed and provide confirmation that an escape of water had caused damage to his contents. Mr C phoned Aviva around a week later and informed it that his boiler was going to be replaced. Mr C said there was damage to the carpet, furniture, clothes, shoes and bags. He mentioned that a designer bag had been damaged. It was agreed that he would send in photographs he'd taken of damaged items.

Shortly afterwards, Mr C was contacted by Aviva's claims team and was asked for some information to validate his claim. This included providing a list of items that had been damaged, which needed to be accompanied by any photos he'd taken for items that had been disposed of.

A few weeks later, Aviva told Mr C it was refusing his claim for three items. This included a designer watch case which Mr C had provided a receipt for with a purchase price of several thousand pounds.

Mr C made a complaint, but Aviva maintained its position. So, Mr C asked our service to consider the matter.

Our investigator didn't think Mr C's complaint should be upheld. He thought Aviva's decision to decline part of Mr C's claim was fair and reasonable. He said Mr C hadn't shown that a loss occurred, and Aviva had acted in line with the policy's terms and conditions.

Mr C disagreed with our investigator's outcome. He said he'd followed the instructions he'd been given when he made the claim. The contractors his property management company had sent over had advised him to throw mouldy items away because they risked damaging his health. He said he'd believed his home insurance was with his bank, so he'd called them the same day. When he spoke to them, he told them he'd thrown items that had been badly destroyed away and had asked if he should take them out of the garbage to take pictures. He said he was advised this wasn't necessary if he had the receipt. So, the complaint has been passed 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've decided not to uphold Mr C's complaint. I'll explain why.

The policy's terms and conditions say:

"To help us settle your claim

*It is your responsibility to prove any loss and therefore **we** may ask **you** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim.*

*If **you** wish to specify an item valued at more than the single item limit shown on **your** schedule, **we** will either request proof of value:*

- *Prior to providing cover for the item; or*
- *At the time of a loss.*

*See also **General Conditions** section of this policy booklet."*

Mr C says that when he first made his claim, he contacted the bank that sold him the policy. He says he didn't realise Aviva was the underwriter of the policy at the time. The first time he was contacted by Aviva was a few weeks after he made the claim.

Mr C's policy booklet has the branding of a bank who acts as an insurance intermediary for Aviva. However, the booklet says Aviva (who is the underwriter of the policy) deals with the administration of the policy.

I appreciate Mr C may have thought he was speaking to the bank when he called to make his claim. But Aviva has noted Mr C contacting it on 27 September 2023 and notifying it that he had discovered damage to his carpet the day before. And I've listened to a recording of that call.

In the call, Mr C said he'd just returned from holiday and had noticed something was wrong with his carpet the night before. He said the property management company for his flat had come over that morning and suggested there might be a leak from the boiler. He'd arranged for someone to come and look at the boiler in a couple of days' time.

Mr C said the carpet and some contents in a bedroom were damaged. The advisor asked Mr C what contents were damaged, and he said he couldn't give her everything right then. He was calling immediately after finding the damage. Mr C said the affected bedroom was used for storage and some bags and shoes were damaged.

Mr C asked if he needed to take pictures and the advisor said: *"Take lots of pictures. As many pictures as you can. That will be able to help validate the claim."* She said if it was confirmed as an escape of water, a specialist would be appointed to inspect the damage and say if they think it's consistent with an escape of water.

Aviva has noted another conversation with Mr C around a week later. According to the notes, Mr C mentioned a few items including a designer bag and some expensive shoes. He said he hadn't been able to go through everything as he had been dealing with the boiler.

Aviva has noted that Mr C mentioned he was told previously if he needed to throw items out as they might have had mould growing on them, he should take photographs of them. The

advisor asked Mr C to send in photographs of the items he had taken, and he agreed he would.

Mr C says that when he first reported his claim, he said he had thrown items into the garbage. He says he asked if he should go to the garbage and take pictures of the items and he was told he didn't need to. As long as he had receipts, it should be fine.

However, this isn't what was said in the call I've listened to. In that conversation, Mr C didn't mention having thrown any of the items away. When the advisor asked him if he could confirm how many bags and shoes were damaged and what type of bags they were, he said he had not even had a look. He'd just had the inspection that morning. In that same call, he was advised to provide lots of photographs.

I appreciate Mr C has provided a receipt for one of the items he's claimed for. Although this suggests he purchased the item, it doesn't show that it was damaged in the incident he was claiming for or that the damage was beyond economical repair. Given the high value of this item, I don't think it was unreasonable for Aviva to have expected Mr C to have been able to provide photographs to show it had been damaged.

I know my answer will be disappointing for Mr C, but I think Aviva has acted fairly and reasonably, in line with the policy's terms and conditions. So, I haven't found reason to uphold his complaint.

My final decision

For the reasons I've explained, I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 June 2024.

Anne Muscroft
Ombudsman