

The complaint

Mr S and Mrs Y complain that Aviva Insurance Limited mis-sold them a home insurance policy.

Mr S and Mrs Y are joint policyholders, but most of the communication regarding the claim and complaint has been from Mrs Y. So, I'll refer mainly to her in my decision.

What happened

In September 2024, Mrs Y took out a home insurance policy through Aviva. She initially attempted to get a quote online, but she was directed to phone Aviva to complete her application.

In January 2025, Mrs Y made a claim under the policy and was disappointed to find that there was a limit for valuables. Mrs Y says the valuables she was claiming for were worth around £98,000 but the settlement she received was only £50,000. Mrs Y says she was told the policy was unlimited when she took it out, so she raised a complaint.

Aviva said the agent Mrs Y had spoken to told her the quotation she'd completed online had a valuables limit of £30,000. Mrs Y had requested this be increased to £50,000. It said the agent didn't tell Mrs Y the additional cover was unlimited and single article limits were not discussed. It also referred to wording about valuables limits in the policy booklet, which had been provided to Mrs Y.

Mrs Y remained unhappy and referred her complaint to the Financial Ombudsman Service.

Our investigator didn't think Mrs Y's complaint should be upheld. She was satisfied Aviva had given Mrs Y clear information about the valuables limit at the time of sale.

Mrs Y disagreed with our investigator's outcome. 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 S and Mrs Y's complaint. I'll explain why.

Aviva says Mrs Y called after attempting to apply for the policy online. Having listened to a recording of the call, I'm satisfied that was what happened. Mrs Y was prompted to call Aviva because of a claim she'd made the previous year.

I can see that the policy schedule says:

"The above is a record of your demands and needs based on the information given by you when obtaining a quote and does not constitute a personal recommendation."

I'm satisfied from the above that Aviva sold the policy to Mrs Y on a non-advised basis. This meant it didn't need to check whether or not it was suitable for her. However, it was required to provide information that was clear, fair and not misleading to allow Mrs Y to make an informed decision about whether the policy was right for her. This included prominently highlighting significant policy terms, such as key policy limits and what they represent.

During the call, Mrs Y said her previous policy with Aviva had been cancelled due to non-payment. After the agent provided Mrs Y with a quote for the new policy, Mrs Y asked if it was the same policy she'd had before which included legal and home emergency cover. The agent said the quote was only for buildings and contents cover, but he could add additional cover if Mrs Y knew what she needed. Mrs Y said she wanted to set up the same policy again. Mrs Y accepted the agent's offer to take all of the information from her previous policy. She said she believed her previous cover was unlimited and was happy with that.

The agent said Mrs Y previously had both buildings and contents accidental damage cover and confirmed this was unlimited. He said legal and home emergency cover had now been added on.

Mrs Y then asked if she needed to list single items.

In response, the agent said: *"On your old policy there wasn't any specific items. There was only the valuables being increased to £30,000."*

Mrs Y asked for confirmation of what was included.

The agent said it would include: *"jewellery, watches, works of art that sort of thing."*

Mrs Y asked how much difference it would make to the premium if the valuables were increased to £50,000.

The agent provided Mrs Y with another quote. After Mrs Y asked him what would happen if the excess was increased, he provided a further quote which Mrs Y accepted.

Given the above, I'm not persuaded Aviva gave Mrs Y misleading information about the policy limit for valuables. While there was some discussion about the policy being *"unlimited"*, I think the agent made it clear that there was a limit which applied to valuables. He also gave examples of some of the items considered to be *"valuables"* under the policy's terms and conditions.

Mrs Y specifically asked for the valuables limit to be increased to £50,000. So, I'm satisfied that she was provided with the cover that she asked for.

After the policy was set up, Mrs Y was provided with policy documents which included the policy schedule and wording. The welcome letter said:

"It's really important that you read through these documents so that you understand the level of cover you have and to ensure that all the details are correct."

The contents section of the policy schedule shows that the *"sum insured"* was *"unlimited"* in the event of a claim. However, beneath this it says:

"More specific limits apply which are shown below:

Total valuables £50,000

Valuables single article £2,000..."

The policy booklet contains the following wording:

Your unspecified valuables limit should be high enough to replace all your valuables that are individually worth less than the valuables single article limit. Valuables that are worth more than the single article limit should be specified and insured for their full replacement value. You do not need to include items you've insured under specified valuables when working out your contents sum insured.

Unspecified Valuables

We will not pay more than the valuables limit shown on your policy schedule.

Specified Valuables

We will not pay more than the value you have specified.

I'm satisfied that Aviva provided clear information about the valuables limit in the documentation it sent after the policy was set up. The limit was prominently displayed on the policy schedule.

I appreciate Mrs Y didn't think it was necessary to read these documents. But a policyholder is expected to read the policy documents to ensure the information is accurate and the policy meets their needs. This is particularly important when the policy was sold on a non-advised basis, as this one was. In addition to the wording on the welcome letter, the policy schedule says: "*Please check the details carefully and contact us if anything needs changing.*" So, I'm satisfied Aviva made this expectation clear.

I know my answer will be disappointing for Mrs Y, who has suffered a large financial loss. But, while I empathise with her, I'm satisfied Aviva gave her information that was clear, fair and not misleading about the valuables limit when the policy was sold to her. So, I'm not persuaded Aviva is responsible for Mrs Y taking out a policy that didn't meet her needs.

My final decision

For the reasons I've explained, I don't uphold Mr S and Mrs Y's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs Y to accept or reject my decision before 2 October 2025.

Anne Muscroft
Ombudsman