

## **The complaint**

Ms A has complained that Aviva Insurance Limited hasn't fairly considered her claim for damaged food from her fridge/freezer when she made a claim under her home insurance policy.

## **What happened**

Ms A made a claim to her insurer Aviva for food damage from her fridge freezer under the contents section of her home insurance policy.

From the information Ms A provided, Aviva said it was able to settle a small part of her full claim, which was for thousands of pounds. The amount Aviva said it could settle Ms A's claim for means it would be very close to the excess payment Ms A would need to pay if proceeding with the claim.

Aviva said it would consider any further evidence Ms A was able to provide to support her claim.

Ms A is unhappy that Aviva won't accept the evidence she has provided to support her claim. She says she isn't able to meet their requirements for proof and this is unfair.

One of our Investigators didn't recommend the complaint should be upheld. He found that Aviva's request for further evidence was reasonable – and if Ms A were able to provide, she would need to first send this to Aviva.

Ms A didn't agree and wants an ombudsman to decide. She has provided evidence she says supports her claim for damaged food she purchased.

## **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.

It's reasonable for an insurer to ask for evidence to validate a claim for loss. I can see that in this case Aviva has received some information from Ms A, but that it doesn't reasonably evidence her claim. For the food items Ms A could provide receipted evidence of, Aviva has accepted this part of her claim.

Ms A has provided witness statements from a colleague who was with her when she discovered the spoiled food in the fridge freezer, along with images, bank statements, and a letter from a food store Ms A says she collected the food from a store in the UK, following her purchase abroad, as this is where the food was delivered to for her collection.

A significant part of Ms A's claim is for food items purchased abroad and paid in cash, going back some time. Aviva has raised questions as to the size and weight of the food items being claimed for in comparison to the capacity of Ms A's fridge freezer. Aviva isn't able to reconcile the evidence provided of the amounts Ms A says she paid, and the methods of transportation of the food to the UK.

Aviva says that if Ms A can provide additional evidence to support her claim, it will reconsider it. But as things stand, from the information Ms A has provided, it isn't sufficient to support Aviva increasing the settlement available under the claim.

I understand Ms A is disappointed with the way Aviva has handled her claim. But I think it is entitled to ask a customer for reasonable evidence to substantiate their claim. So I don't think Aviva has acted unfairly.

### **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 Ms A to accept or reject my decision before 18 February 2026.

Geraldine Newbold  
**Ombudsman**