

## The complaint

Miss I and Mr O complain that Aviva Insurance Limited (“Aviva”) has unfairly handled a claim made under their contents insurance policy.

Any reference to Miss I, Mr O, or Aviva includes respective agents or representatives.

## What happened

The background of this complaint is well known between parties and has been detailed at length elsewhere, so I’m just going to provide a summary of events.

- In April 2024 Miss I and Mr O’s property was damaged as a result of an escape of water from a neighbour’s property. This damaged various contents within their kitchen. And they made a claim to Aviva around two weeks later.
- Aviva accepted the claim and it settled various matters including the cost of spoiled food. A dispute arose over Aviva’s proposal to clean various items – which Miss I and Mr O objected to given the nature of the dirty water that had impacted them.
- Following this there was a dispute about a certain set of high-cost kitchenware (I’ll call this “SM”). Aviva initially declined the SM items as business use but changed its position in September 2024. It said it’d been provided with a credit agreement that was in Mr O’s name – but this didn’t specify the costs of the item and only specified “kitchen appliances”. Aviva asked Miss I and Mr O for the proof of purchase. Various other items were also disputed but the SM items became a focus of the dispute.
- On 6 December 2024 Aviva provided its final response letter. It gave a history of events and said in line with its policy conditions there was a responsibility on Miss I and Mr O to provide proof of purchase of certain items. As these hadn’t been provided, it would not choose to settle them. It also declined to cover takeaway, redecoration, medication and taxi costs Miss I and Mr O had claimed for.
- The complaint came to this Service. Our Investigator upheld the complaint, saying:
  - It wasn’t in dispute the SM appliance set had been damaged beyond repair. The issue here was with the evidence provided.
  - Miss I and Mr O had provided a credit agreement for £3,942.48 and a delivery and installation note that showed they’d purchased a “*presentation set*”.
  - Aviva had said those two documents didn’t breakdown the cost of the individual items. Miss I had provided a quote from September 2025 from a SM dealer suggesting the presentation set would cost £3,844.
  - While it was fair for Aviva to look to validate the claim, SM was unusual as you cannot freely see prices online and would need to speak to a SM authorised dealer to obtain them. She said the credit agreement said the cash price was £2,997 (without interest). So, Aviva should pay this sum.
  - *Takeaway food costs*: Aviva had declined this as it said there had been a delay of around two weeks between the incident occurring and the claim being made. She said this was fair and there was no suggestion of where the

policy said it would cover these costs.

- *Other costs*: Miss I and Mr O had sought to claim for costs for taxis, medication and redecoration following the damage occurring. The policy was clear these aren't covered as this is a contents only policy.
- Aviva should award £100 in compensation for the unnecessary delay in settling the claim for the SM items.
- Aviva accepted the outcome. Miss I and Mr O didn't, saying the compensation was insufficient and they asked for £1,200. They said there were other items unresolved, including other SM items (including a "limited edition gift", food processor, kettle, skillet) as well as other kitchen appliances that they'd rejected Aviva's settlement of. They also raised concerns about smaller items including cutlery and tableware.
- The Investigator confirmed with Aviva which items were outstanding, and she carried out a new assessment, saying:
  - Aviva had previously accepted to cash settle for the gas cooker (£400), air fryer (£53.95), toaster (£15), kettle (£30) and toastie machine (£15) for a collective sum of £513.95. She said this was fair and in line with the policy.
  - Aviva had already paid a sum of £55 for a microwave and some additional items to a total of £63.85. Again, she said this was fair.
  - *Other SM items*: the proof of ownership of these items hadn't been substantiated with any evidence. So, there was nothing further it needed to do in regard to this without further submissions from Miss I and Mr O.
  - *Cutlery and tableware*: These items fell outside scope of this complaint. From what she'd seen, these weren't beyond economic repair and it appeared Miss I and Mr O had refused delivery of the items from Aviva. They should make a new complaint about this if they remained unhappy.
  - Aviva should increase its compensation to £200 to reflect the avoidable distress and inconvenience it had caused.
- Aviva agreed, but Miss I and Mr O didn't.

So, the matter has been passed to me for an Ombudsman's final 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'm upholding this complaint for the same reasons our Investigator has done so previously. I'll explain why.

In this case there are a number of topics Miss I and Mr O have complained about. I'll address these separately to keep things simple.

In doing so I'll be considering the policy terms. Aviva has highlighted a condition that says under the title "*Proof of value and ownership*":

*"You are responsible for proving any loss, so we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim."*

I think these terms are clear that there's a responsibility on the policyholder to evidence their

claim. And more generally, I'm satisfied this is a reasonable expectation for an insurer to hold – that is to expect a policyholder to show they owned the item claimed for.

#### *Accepted SM set*

There has been some back and forth on this point, but I'll focus on where this has concluded. Aviva has accepted to cover the cost of the set to a sum of £2,997.

Both Aviva and this Service have asked for information from Miss I and Mr O to demonstrate the cost of the items they have lost. They provided a credit agreement for “*kitchen appliances*” and some paperwork from SM that indicated a sale on the same day for a “*set*”. This SM paperwork gives no detail on the cost of any items, nor much in the way of detail about what has been purchased. The credit agreement reflected the total cash value of these items was £2,997.

Miss I and Mr O have provided other evidence to this Service, including a table of prices from a SM dealer. This doesn't highlight any particular set for sale and includes what appears to be prices inflated to include finance. They also provided what appears to be an invoice from 2025 that gives a value of £3,884 for a “*presentation set*”. This cost doesn't break down the cost of any finance or fees attached.

So, I'm left with little to go on beyond the original agreement. Furthermore, I think Aviva has had little to go on too and I would recognise it has tried to obtain clearer evidence throughout the life of the claim – and this hadn't been forthcoming. With this in mind, I'm satisfied the solution now reached is a fair one. In these circumstances I won't be directing Aviva to pay any additional interest on top of this payment.

#### *Outstanding SM items*

Miss I and Mr O have mentioned other SM items that they say are outstanding. They've provided little to nothing to substantiate their proof of ownership or purchase of these items. Unlike the set above, I've been given nothing but handwritten notes that appear to be produced by Miss I and Mr O with the item's “*values*” written down. This is simply not enough to persuade me to direct Aviva to cover these costs – particularly given the alleged values involved.

#### *Other kitchen appliances*

Aviva has agreed to provide a settlement for the gas cooker, air fryer, toaster, kettle, toastie machine previously. It seems Miss I and Mr O didn't accept this – and their disagreement appears to be based on the values it has reached. Having looked up the prices offered, I can't see these appear unreasonable, and I've been given little from Miss I and Mr O to change my mind. For this reason I'm satisfied its offer to pay £513.95 for these items is fair.

#### *Settled items*

Aviva has already paid £63.85 for a microwave and some additional items. I've been given nothing to persuade me this sum is unfair. So, I'm not going to interfere with it.

#### *Other claims*

Miss I and Mr O have said they wished to claim for takeaway costs for the first few days of the claim. I've not been directed to any terms or area of cover under the insurance that would cover this particular cost. So, I'm not going to direct Aviva to pay these costs.

Miss I and Mr O have also sought to claim for taxi, medication and redecoration costs. I can't see any of these costs would fall under the contents part of the policy they've taken, and I've

not been directed to any terms which suggest otherwise. For this reason, I'm satisfied that Aviva has acted in line with its policy terms when declining to cover them.

Overall, I've thought about the compensation agreed by Aviva in this case. And while I think it could've done more in places to bring the matter to a close, I don't think its responsible for all of the delays in this case. For this reason, I'm satisfied £200 in compensation is a fair and reasonable sum to account for any areas it could've been move things forward quicker.

### **My final decision**

For the above reasons, I'm upholding this complaint and direct Aviva Insurance Limited to pay Miss I and Mr O:

- £2,997 to cover the SM set;
- £513.95 to cover the appliances listed above;
- £200 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I and Mr O to accept or reject my decision before 9 March 2026.

Jack Baldry  
**Ombudsman**