

## **complaint**

Ms M's complaint is about Aviva Insurance Limited's handling of her claim for damage from an escape of water under her Home Insurance Policy.

## **background**

Ms M's home suffered an escape of foul water from a neighbouring property. After some time investigating the claim, Aviva offered to pay replacement costs (after deducting wear and tear) for items that had come into direct contact with the water and were considered beyond repair. It also offered to pay £150 as compensation for confusion about underinsurance and policy limits and a further £350 for delay.

Ms M also wanted her contents that hadn't come into direct contact with the water replaced as she argued they had been damaged by cross-contamination. And Ms M wanted legal fees reimbursed.

In my provisional decision, I said that I thought that Aviva had placed too much reliance on certain aspects of expert evidence. And hadn't taken enough account of a recommendation from one of its own experts that items that could be salvaged should be sanitised or dry cleaned. Or of evidence obtained by Ms M from specialist dry cleaners, that a number of items had become damaged by odour.

My provisional decision was to uphold the complaint in part. I said Aviva should pay Ms M the £1,830.98 plus VAT she was quoted for dry cleaning and (if it hadn't already) the £500 compensation it had already offered.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In its response, Aviva reminded me that it had carried out tests going beyond the policy terms and conditions in order to reassure Mrs M. And it challenged my reliance on the evidence submitted by Mrs M from specialist dry cleaners on the basis that they would be bound to say the clothes needed treatment.

It's quite true that Aviva obtained expert evidence when it wasn't obliged to, but I don't think the conclusions it drew from that evidence were reasonable. In particular one of its own experts had recommended that any items that could be salvaged should be sanitised or dry cleaned. Also I don't think it's fair to question the motivation behind Mrs M's expert evidence. The specialist dry cleaner specifically said the items had suffered odour damage and this is an area in which he would be expected to have a good amount of expertise and experience. Unless there is a good reason not to, we take expert evidence at face value – we do not, for example, assume that a loss adjuster is motivated to avoid costs unreasonably just because it is paid by the insurer.

Ms M said that she was minded to accept whatever award she could get against Aviva but not in final settlement and she intended to sue Aviva and her buildings insurer for the full amount she felt she was entitled to.

She said that her dry cleaning bill was in fact £2,600. She also explained that she felt the stress of the situation had caused her to lose her job.

We have to base our decisions on the evidence that's available and I haven't seen any independent evidence about dry cleaning costs other than the quote for £1,830.98. So I can't fairly award Ms M any more. Equally, I haven't seen any evidence to support the suggestion that the problems with her claim caused her to lose her job.

In the circumstances, I can't see any reason to alter my provisional decision.

I should point out that if she accepts my final decision, Ms M may not be able to go to court and obtain more money from Aviva. Ms M may want to consider getting independent legal advice before deciding whether to accept this decision.

### **my final decision**

My provisional decision is to uphold the complaint in part. Aviva Insurance Limited should pay Ms M the £1,830.98 plus VAT she has been quoted for dry cleaning. If it has not done so, Aviva should pay the £500 compensation it has already offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 3 March 2016.

Jonathan Coppin  
**ombudsman**