

complaint

Mr and Mrs S complain that Aviva Insurance Limited (Aviva) won't pay their claim for damage to their garage door.

background

Mr and Mrs S's garage was accidentally damaged. When they tried to claim for the cost of a new door, Aviva said that the door wasn't covered under their policy, as they hadn't bought enough accidental damage cover for the building.

Mr and Mrs S are unhappy about this as they thought their buildings were covered as all damage is "accidental".

The adjudicator didn't recommend that this complaint should be upheld. He thought that Aviva had clearly explained to Mrs S in a phone call and in later paperwork what cover was being provided.

Mr and Mrs S maintain that they should be covered and have asked for an ombudsman to look at their complaint.

my findings

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 reached the same conclusions as the adjudicator did, for much the same reasons.

Insurance policies often have different levels of cover that a customer can choose. Most standard buildings policies provide cover for damage caused by a limited set of circumstances – for example a storm. *Accidental* cover provides for additional circumstances, and there may be different levels of accidental cover. Those can be quoted and paid for separately. I appreciate that Mr and Mrs S say that all damage is accidental. I don't think that over-rides the fact that an insurer can specify what's covered by their policies and under which circumstances. That goes hand in hand with the fact that a customer can choose the level of cover they want. There's only a problem if the insurer doesn't provide enough information about the cover when it's being sold.

Mrs S rang Aviva in late 2013 when the policy was due for renewal. I've listened to that call. During it, the representative from Aviva explains to Mrs S what *is* covered under the accidental damage to buildings option she and Mr S have. He describes that as "limited" cover. He also gives examples of what's not covered – for example kitchen fittings and ceilings. I think at that point Mrs S knew that the accidental damage cover she was buying didn't cover all of the building – even if she hadn't been told that the garage door in particular wasn't covered.

The schedule sent out just after this conversation shows that Mr and Mrs S have cover for accidental damage to a number of things - pipes, cables and sanitary fittings. It goes on to say that they have *no accidental damage cover* for anything else.

I think that, overall, Aviva made it sufficiently clear to Mr and Mrs S what they did and didn't have accidental damage cover for. Mr and Mrs S have pointed out that other insurers include more comprehensive accidental cover as a matter of course. I think how Aviva presents and

charges for different elements of its insurance are commercial judgements it's entitled to make. I wouldn't challenge that providing Aviva tells its customers what it is or isn't included in the cover a customer chooses. I've already said I think Aviva did that.

my final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 9 November 2015.

Sue Peters
ombudsman