

## The complaint

Mr M complains Aviva Insurance Limited unfairly declined a claim on his motor home insurance policy.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Mr M had a motor home. He insured it with Aviva. As part of the disclosure process, Mr M said the vehicle would usually be kept on his drive at his home address ("Property 1"). The motor home was stolen from another property ("Property 2"). Aviva declined Mr M's claim on the basis the motor home hadn't been stored at Property 1.

The policy says, amongst other things:

*"If your motorhome is in storage, this policy section will continue to apply when*  
*a) Your motorhome is stored at your private address; or*  
*b) Your motorhome is stored on the private driveway of a close friend or relative,*  
*provided that it forms part of their property (subject to acceptance of postcode)..."*

It goes on to say, under exclusions:

*"Loss or damage covered under section 1 if your motorhome is stored for a period in excess of 48 hours anywhere other than the storage location disclosed to us in your statement of fact."*

The policy defines storage as:

*"Your motorhome will be considered to be stored or in storage when it is not in use for the purposes of travel or other day-to-day activity."*

And storage location as:

*"The address recorded on your statement of fact of where your motorhome is kept when not in use."*

Mr M has said he was going abroad. He had arranged for some works to be done at Property 1 while he was away, including to his driveway. Mr M decided to store his motor home at Property 2, which is about a mile away. This was to ensure it wasn't damaged by the works. Mr M has shown Property 2 was being rented to a friend, who was also going abroad with him. The motor home was stolen while they were away.

Mr M argues, broadly, that it's unfair for Aviva not to accept his claim. He says the terms aren't clear, that he stored the motor home nearby on the private driveway of a close friend and points out his policy terms list changes to inform Aviva of, and storage location isn't one of them. He's also provided some evidence to show it's cheaper to insure the motor home at Property 2 than Property 1.

The Investigator was persuaded by Mr M's arguments. She was satisfied the motor home had been stored at the property of his close friend and the acceptance of the postcode seemed unlikely to have been a barrier. She recommended Aviva reassess the claim within the remaining terms of the policy. Aviva's main counter argument was that Property 2 is a business address, which it wouldn't have accepted. The Investigator wasn't persuaded a rented property is a business address.

While I'm mindful of Mr M's arguments around why he didn't tell Aviva he would be storing the motor home at Property 2, and I find his reasons for storing it there understandable, I'm satisfied he ought reasonably to have known it was information Aviva would have wanted to know. He was, after all, storing the motor home at a property Aviva wasn't aware of, for an extended period. By not informing Aviva, it wasn't able to decide whether it would continue to offer cover on the same or different terms, or not at all. I have therefore thought about what I think is most likely to have happened had Mr M informed Aviva of his plans.

Aviva has said it wouldn't have offered cover at Property 2 because it was a business address. I don't find this argument compelling as I don't accept Property 2 is a business address. It's a residential house, in a residential area. There's no suggestion it was being used for business by Mr M's close friend. The risk, it seems to me, is no different to his friend renting the property from a stranger. I'm also persuaded by Mr M's evidence in the form of quotes which suggest the premium at Property 2 would have been lower than for Property 1, indicating had Aviva been able to decide what cover, if any, to provide, it wouldn't have been impacted by a perceived increase in risk.

On balance, based on the information available to me, Aviva would more likely than not have - or ought reasonably to have - continued to cover Mr M on the same or similar terms if he'd informed it of his plans. It follows I don't find Aviva treated Mr M fairly and reasonably when it declined his claim, and I require it to reassess the claim in line with the remaining policy terms.

Mr M, Aviva and the Investigator agree there were some customer service failings on the part of Aviva. For completeness, I agree too. Being led to believe the claim would be settled in full, to then be told it would be declined in full, must have been very disappointing and frustrating for Mr M. Aviva apologised to Mr M and offered him £300 compensation. I find this was a fair and reasonable resolution to the customer service part of Mr M's complaint.

### **My final decision**

I uphold this complaint and require Aviva Insurance Limited to reassess Mr M's claim in line with the remaining policy terms and pay him the £300 compensation it offered him (if it hasn't already done so).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 November 2023.

James Langford  
**Ombudsman**

