

The complaint

Mr M complains Aviva Insurance Limited unfairly declined his home insurance claim.]

What happened

In June 2021 Mr M purchased a bungalow. He insured it, as an unoccupied property, with a Aviva property insurance policy. I will call this Mr M's 'standard policy'. Refurbishment work began in early 2022. Contractors left the site, with refurbishment unfinished, in Autumn 2022. In November 2022 the property suffered significant fire damage. The Fire Brigade considered the fire likely to have been started deliberately.

Mr M claimed for the loss against his Aviva household insurance. Aviva appointed a loss adjuster (L) to investigate the claim. From here, as L undertook the investigation for Aviva and issued the bulk of the claim correspondence, I will generally refer to its actions as being Aviva's own.

In June 2023 Aviva declined the claim. It considered there had been a failure to comply with the policy's security and inspection requirements. It felt Mr M hadn't undertaken the required inspections of the unoccupied property. It also was of the opinion a side gate to the property's garden and a kitchen door hadn't been secured at the time of loss. Aviva felt the risk of arson was increased by these breaches and so were connected to the loss.

Mr M appointed a loss assessor to assist his challenge of that position. Mr M and his loss assessor provided additional information to Aviva. However, in January 2024, Aviva confirmed, having considered Mr M's representations, that it was still declining the claim.

Aviva said Mr M had failed, at the time of a June 2022 renewal, to notify it that building work on the property had begun. It said had he done so it wouldn't have provided the 'standard policy'. Instead, it would have restricted the cover to fire, lightening and explosion (FLE) only. It said this would have resulted in the application of an endorsement requiring inspections internally and externally every 30 days, rather than every 7 days. It considered neither requirement had been met, highlighting what it considered to be inconsistencies in Mr M's account of events.

Aviva also considered Mr M had failed to abide by a security requirement in the policy. It was of the opinion rear doors and a side gate hadn't been secured at the time of the loss. Aviva felt it likely the arsonist entered the property by these means.

In April 2024 Aviva issued a complaint final response letter. It maintained the decision to decline the claim. Unsatisfied with that outcome, Mr M referred his complaint to the Financial Ombudsman Service. He raised many concerns including the claim being unfairly declined without proper investigation and a failure of Aviva to substantiate its reasons. He said he had provided evidence that neither the security nor inspection requirements had been breached. To resolve his complaint, he asked that Aviva be required to settle his claim.

Our Investigator didn't uphold Mr M's complaint. He didn't assess Aviva's decision to amend the standard policy to FLEE. The Investigator felt it wouldn't make a difference to the

complaint outcome. That was because he was persuaded Mr M had failed to comply with the inspection requirements for both the standard policy and the one that would only cover FLE.

The Investigator also considered it reasonable for Aviva to find Mr M hadn't complied with the security requirement. He accepted the breaches had been material to the loss, concluding Aviva had acted fairly and in line with the policy terms when declining the claim. He didn't find it to be responsible for any poor service, as claimed by Mr M. For these reasons the Investigator didn't recommend Aviva settle the claim or do anything differently. As Mr M didn't accept that outcome the complaint was passed to me to decide.

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.

As this is an informal service I'm not going to respond here to every argument, point or piece of evidence Mr M and Aviva have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

Having done so, I consider it was fair and reasonable for Aviva to rely on a breach of the security requirement to decline the claim - with the breach being a failure to ensure the kitchen door was adequately secured. I haven't considered the other grounds Aviva's referred to in its decline - these being the alleged unsecured gate and failure to fulfil the inspection requirement. As I'm satisfied it's fair for Aviva to decline the claim in reference to the kitchen door alone, considering those further reasons for decline wouldn't make a difference to the outcome of the complaint.

Neither have I considered if Aviva's decision to amend the cover from the standard policy to FLEE was fair. Aviva has said the cover's security term would be the same either way. So my decision on the decline would be the same regardless of any position I took on the policy amendment.

Mr M's policy covers his property against loss or damage caused by fire. It's accepted there was significant damage caused by fire. It also accepted that the fire was started deliberately, by unknown persons. However, as set out Aviva's said Mr M failed to comply with various policy terms or endorsements. As it considers those failures to be material to the loss it declined the claim. It's usually for an insurer to show it's reasonable for it to rely on endorsements or terms to decline a claim. I'll explain why I'm satisfied Aviva's done that for the security requirement.

First, I'm satisfied the security requirement, and risks involved in any failure to comply with it, were set out for Mr M in his policy documentation with appropriate prominence. On page two of the policy schedule for the property is:

'It is Your duty to;

'd) All security protection at Your Home must be put into full and effective operation at all times'.

This is followed with a warning:

'Failure to comply with this may result in Your Policy being cancelled, Your claim being rejected or not fully paid'.

The full policy document includes a definition of 'Home'. To inform discussion of the application of the security term I've included it here:

'The private dwelling and its domestic outbuildings and garages at the address shown on Your Schedule'.

Aviva considers security protection at the property hadn't been put into 'full and effective operation' at the time of the loss. It argues an external door to the kitchen wasn't locked, or alternatively had a loose locking mechanism.

Mr M's objection to Aviva's position focuses on an argument that the kitchen door is irrelevant to the security term. He's argued it was an 'internal door', so doesn't serve a security function. This position appears to be based on an idea that it's only the boundary (the garden fence or wall and its gates) of the site that must be secured.

I've considered Mr M's points, but in my opinion if the kitchen door was unlocked or insecure then it's reasonable for Aviva to find there had been a breach of the security requirement.

The kitchen door is at the rear of the main building. The main building is likely to be the part of the dwelling (or property) most at threat, and most in need of protection, from thieves, arsonists and other insurance related risks. It was, despite Mr M's claims, an external door to the main building. It wasn't an internal door.

There was, at the time of the loss, a partially built extension to the rear of the main building. I accept when it's complete the kitchen door will become an internal door. But at the time of loss, as Aviva has pointed out, the extension had no external door, windows or roof. It was simply brickwork, allowing unimpeded access to the rear of the main building – including the kitchen door. Photos of the site support this. At the time of loss the kitchen door was unquestionably an 'external door'. For that reason, it and its locking mechanism, reasonably form part of the dwelling's 'security protection'.

Mr M also argues the irrelevance of the kitchen door, to the security requirements, on the basis it was within a secured (by neighbouring gardens, fences and two gates) rear garden. He has provided an independent security assessment to support his position. It does refer to the garden's boundary as a 'secure boundary'. However, this appears to be in reference to the area as a 'building site', rather than in consideration of the security of the dwelling or main building itself.

Even with the site security report in mind I'm not persuaded the perimeter arrangement, including gates, was so significant or secure it would be reasonable to exclude the kitchen door and lock from a consideration of the dwelling's 'security protection'.

As a further argument Mr M said the policy doesn't specify any type of 'security', such as number of or type of locks. I accept that it doesn't. But it's reasonable, in the circumstances, to consider the lock on an external door to be part of the 'security protection'. Operation of the lock, whatever type it might be, would act to restrict access to main building. So it's reasonable for Aviva to consider the kitchen door and its lock to be part of the 'security protection' of the dwelling.

Further, having considered the evidence, I'm persuaded that, as part of the security protection, the door was most likely unlocked or had a loose locking mechanism at the time of loss. And it's reasonable for Aviva to find either scenario to be a failure to put '...security protection...into full and effective operation...'

There's been considerable correspondence and argument over the status of the lock at the time of loss. I will summarise both positions. Aviva appointed a forensic investigator. He visited the site around five days after the loss. He issued his report around a month after the loss. During his visit he found the kitchen door to be unlocked with no key present and no signs of forced entry. The investigator reported Mr M having told him he had, following the contractor's departure, changed all the locks on doors. Mr M is also reported as having said he hadn't left the key in the door prior to the fire, that he hadn't unlocked it in visits after the fire and that he was the only key holder. The forensic investigator concluded that this evidence indicated the door being unlocked at the time of loss.

I've considered Mr M's response. This includes an associate stating in an email that he, in Mr M's presence, had '...secured the property before the fire...'. Mr M also pointed out there were other possible access points for the arsonist or the fire-starting materials - including a sliding rear door and the roof. His point being that the door wasn't necessarily required to be unlocked for the fire to be started. And as I've said Mr M focused on the door not forming part of the property's security.

I accept it's possible the door was locked at the time of the fire. However, I find the forensic investigator's evidence, including Mr M's reported testimony to him, most persuasive. Mr M's associate's statement was provided several months after the loss and is vague on what specifically was 'secured' and on what exact date.

I also consider, in the absence of more likely alternatives, that the door was probably the access point for the arsonist. The forensic investigator found the sliding door glass to be broken, but felt smoke pattern evidence supported it being intact during the early stages of the fire. Yet the kitchen door was found unlocked, with no evidence of it being forced. Considering everything, including Mr M not providing a persuasive alternative explanation for it being unlocked at the time of the investigator's visit, I find Aviva's position that the kitchen door was unlocked to be reasonable.

I note Mr M said, as a way of explanation, that the kitchen door had a 'loose locking mechanism'. He explained that allowed it to be blown open by the fire. Aviva considers a known loose locking mechanism would amount to a breach of the security requirements. If Mr M aware of an ineffective lock, didn't have it repaired, I'd find it reasonable to say there had been a failure to put the lock, as 'security protection...into full and effective operation...'.

So I find, if either the door was unlocked, or in the alternative it did have a loose locking mechanism, Aviva's position that there was a breach of the security term is fair and reasonable. However, for it to rely on it to decline the claim, I'd need to be persuaded the breach was likely material to the loss.

Aviva feels the breach is material to the loss. It believes the arsonist, to start the fire, entered the main building through the unlocked or ineffectively locked kitchen door. It considers this the most likely explanation based on the fire brigade's assessment of the fire and the forensic investigator's evidence.

Aviva considers this access route was taken as the unlocked door provided the path of least resistance – as opposed to the alternative as suggested by Mr M, of climbing scaffolding onto the roof. Aviva has said that at the very least the risk of fire was increased by the ease of access allowed by the poor security situation, including the unlocked door.

Mr M has said a committed criminal wouldn't be prevented by any level of security. His point being that the status of the lock is irrelevant. I accept it's possible that even with the security protection fully operative and effective that the fire may have happened anyway. The arsonist may have just forced entry. However, Aviva's arguments are reasonable. An

intruder is likely to take the path of least resistance - an unlocked door. The door being locked may have acted as a successful deterrent.

Alternatively, a would-be intruder may have tried to force the door or other access point, or perhaps taken to the scaffolding. These scenarios would require more effort and be more likely to attract the attention of someone that might intervene than access through an unlocked door. So it's reasonable for Aviva to say the risk was increased by the door being unlocked. I find the same if the door was locked, but had a loose locking mechanism. I'm satisfied the breach of the security requirement is material to the loss.

I've reached this conclusion regardless of the circumstances of the side gate. Even if that was secured at the time of loss, with the arsonist being required to force it for entry, there was still a breach of the security requirement regarding the kitchen door - and that breach still increased the risk of loss.

So I find Aviva declined the claim fairly and in line with the terms of the policy.

Finally, Mr M complained about Aviva's general claims handling. These concerns include a failure to investigate the circumstances of the loss appropriately and Aviva's agents' attitude towards him. Having reviewed Aviva's claim records, including those of the loss adjuster, I'm satisfied it made reasonable enquiries before and after declining the claim. It provided Mr M with fair opportunity to respond to its concerns, provided further evidence and explained what it considered to be inconsistencies in his account. I haven't seen anything to persuade me it he was treated unreasonably or inappropriately.

My final decision

For the reasons given above, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 October 2025.

Daniel Martin
Ombudsman