

The complaint

Mr G has complained that Aviva Insurance Limited declined two claim he made under his property owners policy.

What happened

The background to this complaint is well known to the parties. In summary Mr G made two claims – a storm claim in February 2024 and a theft claim in April 2024. Aviva declined the claim as it said the property was unoccupied therefore both storm damage and theft claims were excluded from cover.

Unhappy, Mr G referred his complaint here. He said that the property was occupied by his contractor. Our investigator didn't recommend that the complaint be upheld. He didn't find that Aviva had treated him unfairly.

Mr G appealed.

As no agreement has been reached the matter has been passed to me to determine.

For simplicity all references to Aviva includes its appointed agents.

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.

I'd like to reassure Mr G that whilst I've summarised the background to this complaint, I've carefully considered all that he has sent to us. In this decision though I haven't commented on each point or piece of evidence rather I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. Having done so I agree with the conclusion reached by our investigator. I'll explain why.

The relevant regulator's rules say that insurers mustn't turn down claims unreasonably. So I've considered, amongst other things, the evidence relating to occupancy to determine I think Aviva treated Mr G fairly when declining his claim.

Mr G's policy schedule contained an unoccupancy endorsement limiting cover to those perils set out in the P193 Unoccupancy Condition – FLEEA (AJG) – fire, lightning, explosion, earthquake and aircraft and other aerial devices dropped from them. So he had limited cover when the property was unoccupied. This is not in dispute.

The issue here is just as to whether the property was occupied or not at the time of the above incidents. The policy defines unoccupied as:

The Buildings or part thereof, that may have become unoccupied, untenanted, or which have not been actively used, for a period of more than 30 consecutive days, unless stated otherwise in The Schedule.

Mr G has said to this Service that his property was occupied by his contractors who were there six days a week for around six months. He said that they started work in June 2023. There are photographs of used beds and a kitchen with some evidence of usage. It appears that he told Aviva that the contractors were there periodically.

Either way I don't find it was unfair for Aviva to conclude that the property was unoccupied and to decline the claim on the evidence it had. I say this because Mr G had, at the policy's renewal, agreed to a Statement of Fact which said that there were no occupants listed and that the premises were unoccupied, empty or disused. Further, the policy contains a Change of Occupancy clause which provides:

You must tell Us immediately if (1) any building stated in The Schedule becomes unoccupied (2) any unoccupied building stated in The Schedule, or any part of it becomes occupied.

In addition, I understand Mr C had paid additional council tax on the basis that the property was unoccupied. Of course, if Mr G has any further evidence to support his contention that the property was occupied, he can submit it to Aviva for its consideration. But on the basis of the evidence before me I don't find that Aviva treated Mr G unfairly or unreasonably by declining his claims when it did. I note too that Mr G was unhappy with information requests by Aviva which he feels led to delays. But having considered the file I don't find that the requests were unreasonable or untimely.

I'm sorry that my decision doesn't bring Mr G welcome news.

My final decision

For the reasons given above my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 1 September 2025.

Lindsey Woloski
Ombudsman