

The complaint

Mr P complains Aviva Insurance Limited has refused a claim on a contents insurance policy for equipment that was loaned to him.

What happened

The full details of the complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on providing my 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.

Having done so, I agree with the conclusion reached by the Investigator that the case should not be upheld. I do so for the following reasons:

My role here is to decide if the outcome Aviva has reached is a fair and reasonable one.

- I'm satisfied the contract Mr P entered for the loaned equipment made him legally responsible for it while in his possession. So, it could be something that would be covered by the terms of the contents insurance policy.
- I don't think Aviva has sufficient evidence to prove the equipment was stolen from a communal area so I don't think it can decline the claim on this basis.
- The policy is clear that it only provides cover for household items and personal belongings, including home office equipment and valuables. It does not provide cover for items that are used or stored for business or professional purposes
- Mr P entered into a contract for the loan of the equipment to him, he signed this and listed his professional title. I can see the third party signed the document also stating their professional capacity. Mr P has said he only listed his title because it was asked for and the equipment was only for personal use. Aviva concluded the contract, and therefore the equipment was related to Mr P's profession and therefore would be not would not be items covered by the contents insurance policy. – I don't think this is an unreasonable conclusion.
- The content of the contract places obligations on Mr P for various activities including promotion, presentations and public relations opportunities – whether he has or hasn't subsequently adhered to those obligations isn't relevant to the decision I need to make here. The contract was signed naming both parties' professional capacities and I think it would be unlikely, but for Mr P's profession, he would have been loaned the equipment otherwise.
- Mr P has said that he did not use the equipment for financial gain or commercial use. However, that isn't something that is relevant to the decision I need to make here. I

need to decide whether Aviva has acted fairly in concluding the equipment isn't covered by the policy. The equipment wouldn't be classed as a household item or personal belonging, and I'm satisfied based on the evidence available to me that Aviva has made a reasonable conclusion that the equipment is related to Mr P's profession. and therefore, excluded by the policy.

- Mr P has said he is unhappy with how Aviva administered the claim. I can see there was initially confusion about whether the claim had been acknowledged, by this matter was resolved. I can see Mr P was also unhappy about the questions Aviva asked of him and their repetitive nature. It is normal for questions to be asked as part of a claims investigation and while I appreciate Mr P may have found them frustrating, I don't think Aviva did anything wrong here. I've acknowledged that I don't think Aviva were correct in two of the conclusions it reached about policy cover however ultimately this doesn't change the outcome of the claim, so I won't be awarding compensation for this.

For the reasons above, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr P's complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 August 2025.

Alison Gore
Ombudsman