

## The complaint

Mr S complained that the terms of his mobile phone insurance policy with Aviva Insurance Limited failed to make the policy limits clear – leaving him unable to make a claim when his phone was stolen.

## What happened

In March 2025, Mr S was abroad when various valuables, including his mobile phone, were stolen. So he made a claim on his policy, which is administered on behalf of Aviva by a company I'll call L.

Aviva declined the claim, because Mr S's policy only allowed him to make two claims in a year and he'd made claims in June and December 2024. Mr S asked if he could defer making the claim until June 2025. Aviva said this wasn't possible.

Mr S complained but Aviva didn't change their position. So Mr S brought his complaint to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties and concluded Aviva didn't need to do any more to resolve the complaint. He said it was fair for Aviva to decline the claim because the claim limit had been reached. In relation to Mr S's wish to delay reporting the claim, he said that the policy requires potential claims to be reported promptly. And, even if that weren't the case, delaying reporting the theft would alter the fact that it was Mr S's third claim in a 12 month period.

Mr S didn't agree with the investigator's view. So the matter's been passed to me to make a 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 that, I'm not upholding Mr S's complaint. I'll explain why.

We expect insurers to deal with claims fairly and in line with the policy terms. So my starting point is to consider what the terms say.

The relevant term says:

*"You will be able to make a maximum of two approved claims for incidents reported to [L] in any 12 month period...."*

I think that term's clear that Mr S can't make more than two claims in 12 months.

Mr S doesn't disagree with that. But he says the policy doesn't clearly say that he can't report the theft which happened in March 2025 after the anniversary of his June 2024. And he's provided an example of another policy, which he says does make that clear.

I can't direct an insurer about what their terms should include and how they should write them. So I can't take into account the wording of the other policy Mr S has sent us. I can only look at the wording of Mr S's own policy.

I've considered the wording - which I've quoted above - carefully. I don't agree it lacks clarity. I think it's clear that Aviva count the incidents reported in a 12 month period about which claims are made. Mr S has reported three incidents.

So I think Aviva's decision to decline cover in the most recent instance is reasonable and in line with the policy terms. And for that reason, I don't think they need to do any more to resolve Mr S's complaint.

### **My final decision**

For the reasons I've explained, I'm not upholding Mr S's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 August 2025.

Helen Stacey  
**Ombudsman**