

## The complaint

V, a company, complains about a claim it made on its Aviva Insurance Limited ('Aviva') film and media insurance policy, which Aviva declined to cover.

V says Aviva treated it unfairly.

V's complaint is brought by Mr H, but I shall refer to all submissions as being V's own for ease of reference.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving 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 don't uphold V's complaint against Aviva. Before I explain why, I wish to acknowledge the volume of submissions made by V. Whilst I've read everything it has said, I won't be addressing it all. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of V's complaint, namely whether Aviva treated it unfairly by declining its claim in the way that it has.

These are my reasons for my decision:

- The starting point is the policy terms. They cover V for expenditure incurred to complete the production of its film or expenditure already incurred if the production is abandoned because of damage. "*Damage*" is defined as "*loss arising from any cause beyond your control*". The issue for me to determine is therefore whether V's claim for losses arises from causes beyond its control.
- The loss V is claiming for is roughly £67,000 incurred as a result of its film production being delayed following V's termination of its relationship with the Director of Photography and the Gaffer involved in the film it was making. V says it had no option but to terminate these relationships mid-way through the film because their conduct represented risks to its business, and it had a duty to its staff to provide them with a safe and respectful working environment. V says that its decision to terminate these relationships were therefore beyond its control and as a direct result of the conduct of the individuals concerned. On the other hand, Aviva says that the decision to terminate relationships with the Director of Photography and the Gaffer were entirely within V's control because these were decisions V made, and there were no efforts on V's part to resolve conflict with them beyond a disagreement Mr H had with them.

- I've thought about what both parties have said and the nature and meaning of the policy terms. I'm not satisfied that the purpose of the insurance is to cover policyholders for losses where they terminate the employment of staff members involved in making a film without notice. The term itself does not envisage this. Rather it is intended to cover losses incurred if the production is abandoned because of damage. Whilst I can see why V is seeking to argue that its production was damaged because of the termination of its relationship with the Director of Photography and the Gaffer, I don't think that amounts to a loss that was beyond V's control. I understand why V might not have wanted to continue its relationship with those individuals, but it was V's decision to exclude them from the film without further notice. And from what I've seen V did not seek to mitigate its loss, by attempting some form of conflict resolution nor indeed discuss the matter further with those individuals beyond the disagreement Mr H had with them. Equally no efforts appear to have been made to maintain continuity of production at least until new individuals could be appointed. Because of this I'm not satisfied that the loss V is claiming here was outside of its control.
- I can understand why V took the action it did but that doesn't mean that Aviva needs to cover its claim. The policy terms in this case are clear, and they don't extend to the circumstances V is claiming for. The fact that V might be entitled to pursue its losses in a different forum against the Director of Photography and the Gaffer, doesn't mean that this is a claim that Aviva are obliged to cover.

### **My final decision**

For the reasons set out above, I don't uphold V's complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask V to accept or reject my decision before 27 November 2025.

Lale Hussein-Venn  
**Ombudsman**