

The complaint

Mr B is unhappy Aviva Insurance Limited (“Aviva) declined his claim for loss of a mobile phone. Aviva were providing a home insurance policy. Mr B had representation during the complaint, but for ease and simplicity, I'll only refer to Mr B.

What happened

Mr B made a claim when he lost his phone whilst being treated at hospital; he thinks it's possible that it was stolen.

Aviva reviewed and validated the claim, but it decided to decline it as it said Mr B's policy didn't provide cover for the circumstances of the loss.

Mr B finds this unfair and doesn't think the policy definition for theft is correct. He wants his claim settled in full.

Our investigator decided not to uphold the complaint. He said *“I think that Aviva have declined the claim fairly based on the level of cover Mr B had and the nature of the loss of the mobile phone and the circumstances surrounding it”*. Mr B disagreed, so the case has been referred to an ombudsman.

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 this complaint. I know this will be disappointing for Mr B, so I'll briefly outline my reasoning for reaching this decision.

It's useful to set out some context. Insurance policies don't usually cover consumers for every eventuality, doing so would be cost prohibitive. Instead cover is normally provided for specific insured events (or perils), in return for a premium.

Each policy is different, and insurers will limit their liability by carefully defining what is covered and what isn't. Then the marketplace allows consumers to pick the policy that best suits them at a competitive price.

Mr B isn't sure how his phone was lost, but he remembers he went into hospital with his phone and he couldn't locate his phone when he left. So, he thinks his phone was either lost or stolen. Mr B thinks his policy should cover him and he's cited two policy areas that he thinks are relevant – *“contents temporarily removed from the home”* and *“valuables single article limit”*.

Aviva explained that the mobile phone loss wouldn't be covered *under “contents temporarily removed from the home”*, as there has been no theft involving breaking into the building using force violence or deception due to the hospital being a public place.

I've checked the policy, and it states: "*we will not cover loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in*".

Mr B has not provided any evidence of a break in or violent force used, but he has argued that the theft is defined in the Oxford English Dictionary as "*the act of stealing / dishonest appropriation of another's property, with the intent to deprive him of it permanently*". He said: "*there is absolutely no mention of either violence or break-in in the definition of Theft – i.e. Aviva's Clause is, I believe, is unenforceable*".

I appreciate what Mr B has said, however, I don't think Aviva has ever argued that theft can't be accomplished without force. However, its policy document has clearly set out, its policy will only cover theft where there is evidence of break-in or violence. In other words, Aviva has limited its liability and will only cover claims in certain circumstances for theft. It's common for insurers to do this, in order to reduce potentially fraudulent claims.

As no break in or violence accompanied the theft, or at least no evidence of such has been put forward, I think Aviva has been fair in saying Mr B's loss wasn't covered in these circumstances.

Aviva explained that the mobile phone loss wouldn't be covered under "*valuables single article limit of £1,500*". Aviva explained a mobile wasn't included in the policy definition of a valuable.

I've checked the policy and it defines valuables as "*stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery, watches and furs*".

I think Aviva has been fair in its approach here, as I can't see that a mobile phone falls within this tightly defined description.

I've reviewed the policy in general and I can't see any other aspect of the policy where Mr B might have a valid claim. I think Aviva has declined the claim fairly, using the policy terms as a guide. Therefore, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Aviva Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 December 2025.

Pete Averill
Ombudsman