DRN-5779554

The complaint

Mr C complains that Aviva Insurance Limited declined his claim against his bicycle insurance policy. Reference to Aviva includes its agents.

What happened

In summary, Mr C has a bicycle insurance policy underwritten by Aviva. In the form he filled in on-line to notify Aviva of the claim, Mr C said he was at his bike hangar space near his home when he unlocked the battery and put it on a wall while he locked his bike securely. Unfortunately, Mr C forgot to pick up his bike battery and went home without taking it off the wall. He returned to where he'd left the bike battery, but it was no longer there.

Mr C made a claim against his policy. Aviva declined the claim. It said the policy doesn't cover what happened here as Mr C's bike battery was left unattended and unlocked. Mr C says he accidentally left his bike battery unattended because of his autism spectrum disorder (ASD), which affects short-term memory. He says Aviva hadn't considered that his ASD is the root cause of the incident which led to the loss.

Aviva considered what Mr C said but didn't change its position. It said Mr C's vulnerabilities and additional needs do not mean he's exempt from the terms and conditions of the policy.

Mr C didn't accept what Aviva said so he referred his complaint to this service. He wants Aviva to cover the cost of a replacement bike battery.

One of our Investigators looked at what had happened. She didn't think Aviva acted unfairly in declining Mr C's claim. The Investigator said what happened here wasn't covered by the policy.

Mr C didn't agree with the Investigator. He said he suffers from executive dysfunction due to ASD. Mr C said the loss was accidental and not as a result of him leaving the bike battery unattended, so it's covered by the policy. The Investigator considered what Mr C said but didn't change her view. Mr C asked that an Ombudsman consider his complaint, so it was passed to me to decide.

My provisional decision

On 28 July 2025, I sent both parties my provisional decision in this case in which I indicated I'd come to the same outcome as our Investigator but for notably different reasons. I said:

'*The relevant rules and industry guidance say that Aviva has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably. I don't intend to uphold Mr C's complaint and I'll explain why:*

- *Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions. In general terms, insurers can decide what risks they wish to cover. The onus is on Mr C to show the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to Aviva to show how that exclusion applies.*

- *Subject to the policy's terms and conditions, there's cover for theft of a bike battery. There's an exclusion in the policy which says as follows:*

  *'**WHAT IS NOT COVERED***
  […]
  *4. **Theft** unless the theft shows signs of **Forcible and Violent Entry or Exit**.'*

  There were no signs of forcible and violent entry or exit here because Mr C left the bike battery on a wall. So, I think Aviva was entitled to rely on this exclusion.

- *Mr C says the loss of his bike battery was accidental and not as a result of theft, so it's covered by the policy. The policy doesn't cover accidental loss, so that assertion doesn't assist Mr C here.*

- *There's also a general condition in the policy which says as follows:*

  *'**GENERAL CONDITIONS***
  *These are the condition of the insurance **You** will need to meet as **Your** part of this contract. If **Your** (sic) do not a claim may be rejected […]*
  1. ***You** must exercise reasonable care to prevent […] loss […] and at all times act as if uninsured.'*

- *Essentially, Aviva concluded that Mr C hadn't exercised reasonable care to prevent the theft of his bike battery. Mr C says he accidentally left his bike battery unattended because he has ASD, which affects short-term memory. Put another way, Mr C's contention is that he was unable to exercise reasonable care of his bike battery at the time of the theft because of his disability and Aviva treated him unfairly in failing to take that into account.*

- *It's not my role to say whether Aviva has acted unlawfully or not – that's a matter for the Courts. My role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, we have to take a number of things into account including relevant law and what we consider to have been good industry practice at the time. So although it's for the Courts to say whether or not Aviva has breached the Equality Act 2010, I'm required to take the Act into account, if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint. That includes thinking about what a Court would likely decide if Mr C were to make a claim under the Equality Act 2010.*

- *In deciding the terms on which it accepts a certain risk – theft in this case - an insurer must assess risk objectively and apply general standards to those it insures. 'Reasonable care' doesn't necessarily require the same actions from everyone. It requires reasonable actions in the circumstances. In the particular circumstances of this case, I don't think Aviva treated Mr C unfairly or* *unreasonably in deciding he hadn't acted with reasonable care to prevent the theft of his bike battery. And Aviva didn't accept the risk of accidental loss.*

- *Aviva reconsidered its decision to decline Mr C's claim when he told it that he'd left his bike battery unattended because of his ASD. I think it acted fairly and reasonably in reconsidering the matter. I think Aviva was entitled to continue to rely on the terms and conditions of the policy in declining Mr C's claim and I don't think it acted unfairly or unreasonably in doing so.'*

Responses to my provisional decision

Aviva said it had nothing further to add. Mr C said he believes ASD leading to accidental loss of an item should be covered by insurance but he didn't have time or the resources to pursue the matter.

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've looked again at what happened here and Aviva's response to Mr C's claim. I note Mr C's comment about what he thinks should be covered by insurance and I understand his position. This service isn't the regulator and we can't tell insurers what risks it should cover. In this case, I've looked at whether Aviva acted fairly and reasonably, taking into account the terms of the policy Mr C had.

Neither Mr C nor Aviva has provided any fresh information or evidence in response to my provisional decision. I therefore find no basis on which to depart from my earlier conclusions. For the reasons I've explained, I don't think Aviva acted unfairly or unreasonably in declining Mr C's claim.

My final decision

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 C to accept or reject my decision before 25 September 2025.
Louise Povey
Ombudsman