

## The complaint

Mr and Mrs S' complaint is about a claim they made on their Aviva Insurance Limited ('Aviva) legal expenses insurance policy, which was declined.

Mr and Mrs S say Aviva treated them unfairly.

## What happened

The details of this complaint is well known to both parties so I won't repeat them 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 Mr and Mrs S's complaint for broadly the same reasons set out by the investigator.

Before I explain why I wish to acknowledge the volume of submissions made by Mr and Mrs S. Whilst I've read everything they've 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 concentrate on the crux of their complaint, namely whether it was fair for Aviva to decline their claim in the way that they did.

- The starting point is the policy terms. They say: *"1. We will not pay for: d. claims where the initial dispute or series of incidents leading to a claim on this policy happen before this cover starts or that begin after it comes to an end as shown on your schedule; You can only make one claim for all disputes arising from the same incident."* So, the issue for me to determine is whether Mr and Mrs S' claim arises from an initial dispute or series of incidents that led to the claim before the cover was in place. Having considered everything, I'm satisfied that it does.
- Mr and Mrs S added legal expenses insurance cover to their existing home insurance policy on 3 November 2024. They submitted a claim to Aviva four months later. The claim was for a dispute with the developers of their property. Mr and Mrs S say the dispute concerns their discovery of restrictions on their land which were disclosed to them in December 2024, after the policy was in place. But the timeline they've provided shows a long and detailed timeline documenting several disputes with the developers about their property from November 2022. In that timeline Mr and Mrs S refer to several instances of false information being provided about their property by the developers including the levels in their garden not being accurate when compared to the design drawing and their being misinformation about their crib wall height. Overall, there is a running theme of allegations of misrepresentations about various different aspects of the property by Mr and Mrs S. So, whilst the issue of the restrictions might well be one which crystallised in December 2024, I think this follows a series of events and a general dispute over misrepresentations in relation to the property. As such I don't think this is an isolated problem and more importantly I'm not persuaded that Mr and Mrs S weren't by

this point aware that there were problems with the property that hadn't been adequately disclosed to them before they took the policy out.

- As the investigator explained, the purpose of this type of insurance is to cover problems that may or may not arise. In this case Mr and Mrs S were aware of and engaged in a dispute with the developers over several other misrepresentations. The fact that a new problem surfaced in relation to the property in December 2024, doesn't persuade me that this was entirely unexpected. So, although I accept, they might not have known what the problem would have been, there had already been several others and a long history of complaints in relation to the property itself that suggest to me that they would reasonably have known further problems could surface, like the one they're claiming for here. And the fact that Mr and Mrs S supplied a long and detailed timeline documenting these issues highlights the scale of the problems complained of and the timeframe in which they unfolded, which was long before the policy was in place. For that reason, I am satisfied that Aviva were entitled to turn down their claim in the way that they did.
- I understand that Mr and Mrs S have also made a claim on their Aviva legal expenses insurance policy to pursue legal action against their own Solicitors in respect of the purchase of their property. For clarity, the outcome of that claim has no bearing on the outcome of this complaint as my decision is in respect of the specific circumstances of Mr and Mrs S' present claim against the developers of their property.

### **My final decision**

For the reasons set out above, I don't uphold Mr and Mrs S' complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 5 January 2026.

Lale Hussein-Venn  
**Ombudsman**