

## The complaint

Mr L has complained about Aviva Insurance Limited's decision to decline part of his claim under his Mini-fleet insurance policy.

## What happened

Mr L made a claim under the abovementioned policy following the theft of a flat-bed lorry, a livestock container and a trailer. Aviva agreed to cover the loss of the lorry and the trailer, but it said the livestock container wasn't covered by the policy.

Mr L complained to Aviva, but it wouldn't alter its position. So, he asked us to consider his complaint. One of our investigators did this. She said she was satisfied that Aviva was entitled to turn down Mr L's claim for the livestock container. This was on the basis that she did not think it met the definition of a vehicle in Mr L's policy.

Mr L didn't accept the investigator's assessment. He said Aviva should settle his claim, as he was under the impression the livestock container was covered under his policy.

I issued a provisional decision on 30 October 2025 in which I set out what I'd provisionally decided and why as follows:

*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 have provisionally decided that the fair and reasonable outcome to Mr L's complaint is for me to require Aviva to settle his claim for his livestock container. I'll explain why.*

*Under the terms of Mr L's policy it states the following:*

*Section 1 - Cover for your vehicle*

*Loss of or damage to your vehicle*

*If your vehicle is lost, stolen or damaged, we will*

- *repair your vehicle unless you notify us that you want us to pay someone else to repair it;*

*or*

- *replace your vehicle; or*
- *pay a cash amount equal to the loss or damage.*

*We may decide to use suitable parts or accessories not supplied by the original manufacturer.*

*The same cover also applies to accessories and spare parts relating to your vehicle whilst these are in or on your vehicle but not exceeding your estimate of value shown in the*

*schedule.*

*The maximum amount we will pay will be the market value of your vehicle immediately prior to the loss or damage.*

*Your vehicle is defined in the policy as follows:*

*Any motor vehicle:*

- 1) described in the schedule or any other motor vehicles for which details have been supplied to us and a certificate of motor insurance has been delivered to you and remains effective; or*
- 2) described in the schedule of vehicles headed 'Vehicles Laid Up and Out of Use' and for which policy. Cover Codes D or E only applies.*
- 3) any private car or goods-carrying vehicle loaned to you, or a permitted driver shown on your certificate of motor insurance, by a supplier we have nominated following a claim under the policy, which is a private car or goods-carrying vehicle.*

*Accessories are defined in the policy as follows:*

*Parts to your vehicle which are not directly related to how it works as a vehicle. This includes audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems providing they are permanently fitted to your vehicle and have no independent power source.*

*I accept Mr L's livestock container does not meet the definition of 'Your vehicle' because it is not described in the schedule. However, as I see it, provided it can be classed as an accessory, I think it is covered under the policy. And looking at the abovementioned definition of accessories I think classing it as an accessory produces the fair and reasonable outcome to Mr L's complaint. I say this because I think it can be classed as a part of the insured vehicle when it is attached, which is not directly related to how it works. It is detachable, but if Aviva didn't intend to cover any items that weren't detachable the cover for accessories under the policy would be extremely limited indeed. And this wouldn't really be what I'd normally expect for a motor insurance policy.*

*I also don't consider the policy definition of accessories to be clear, as if the words accessory or accessories are given their everyday meaning they would include things like roof racks, tow bars and the like, which are not part of the original manufactured vehicle, but nonetheless are clearly accessories to it. And I think most people would expect something like a livestock container that attaches in the fairly complex way Mr L has described, both electrically and mechanically, to be considered a part of the vehicle when it is attached and an accessory to it. Afterall, it essentially extends what the vehicle can be used for.*

*So, bearing all this in mind, for the above reasons, I consider that treating Mr L's livestock container as an accessory under the policy and requiring Aviva to settle his claim for it in accordance with the claim settlement terms in it is the fair and reasonable outcome to this complaint.*

*I also consider it is fair and reasonable for Aviva to pay interest on the settlement amount due to compensate Mr L for being without funds he should have had. Interest should be paid from one month after he made his claim to allow one month for the fact Aviva needed to investigate it and consider it before settling it.*

### ***My provisional decision***

*I've provisionally decided to uphold Mr L's complaint about Aviva Insurance Limited and require it to settle his claim for the theft of his livestock container in accordance with the claim settlement terms in his policy.*

*I have also provisionally decided to require Aviva Insurance Limited to add interest to the amount payable in settlement at 8% per annum simple from one month after Mr L made his claim to the date of payment.*

I gave both parties until 13 November 2025 to provide further comments and evidence in response to my provisional decision.

Mr L has responded to say he accepts my provisional decision.

Aviva does not agree with my provisional decision and has provided further comments.

It's said that while I have accepted 'the vehicle' was not described in the policy schedule and therefore doesn't meet the definition of 'Your Vehicle' I appear to contradict this by then suggesting cover should apply under its definition of 'Accessories'. It's gone to quote its definition of 'Accessories' and say that surely for this to apply, the vehicle must first fall within the scope of 'Your Vehicle'.

Aviva has also said that my provisional decision does not fully consider that Mr L's policy is a commercial insurance contract and that there is a clear difference between a vehicle accessory and the load carried by a vehicle; particularly where the vehicle and its use are governed by motor law and regulation.

Aviva has gone on to say its definition of 'Accessories' does not extend to demountable bodies, shipping containers, trailers, skips, tanks or other specialist equipment and that these would need to be specifically listed in the policy schedule to be covered. It's added that it would be impractical and legally unsound to interpret the policy wording without applying the common law principles of *noscitur a sociis* and *eiusdem generis*. And demountable bodies are subject to motor legislation and regulation, which govern aspects such as height, weight, licensing and safety; none of which are typically associated with the types of accessories described in the policy definition.

Aviva has said Mr L, as a commercial policyholder, would be expected to understand all of this and appreciate the implications of the policy wording and the need to specifically declare the livestock container.

### **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, it remains my view that it should be upheld for the reasons set out in my provisional decision. But I have dealt with Aviva's further comments below.

I consider it produces a fair and reasonable outcome for the livestock container to be considered to be an accessory to the vehicle described in the schedule as: *6 Wheel Rigid Body with Draw Bar, Lorry – Rigid*. So, clearly the container itself doesn't need to be detailed in the schedule for me to conclude it's covered, i.e. it is only the vehicle that it is an accessory to that needs to be detailed. And, as I have said, this vehicle is detailed as above.

I appreciate it was Aviva's intention to distinguish between what it considers to be a vehicle accessory and a load carried by a vehicle. And that it didn't intend its definition of 'Accessories' to include demountable bodies. But – irrespective of the fact the policy is a commercial contract – I do not think it makes clear what is meant by the term 'Accessories'. That is, Avia's intention not to include demountable bodies as an accessory is – in my opinion - not clear from the definition of accessories in the policy wording.

The definition makes it clear that accessories are not parts which are directly related to how the vehicle works. And the livestock container Mr L has claimed for is not directly related to how the abovementioned vehicle works. The definition then goes on to say what is included but makes no reference to what is not. And I don't think that using the legal principles mentioned by Zurich means it can't be interpreted in a way that could include livestock containers. I say this because the only items actually listed as included are electrical items, whereas it must be the case that the term covers non-electrical items. I say this because if this wasn't the case, then accessories like a roof rack or tow-bar wouldn't be covered, when they are what might be best described as very common accessories to motor vehicles.

Therefore, because I consider the definition of accessories includes more items than those listed specifically in it, I see no reason why these shouldn't include a livestock container. I appreciate it is a large accessory and is subject to regulation. But something like a cherry picker would presumably also be subject to regulation, but I would also consider this to be an accessory according to Aviva's definition. So, I do not think that the fact an item is subject to motor insurance law and/or regulation precludes it from being a vehicle accessory.

Mr L has explained that he was not concerned that his livestock container wasn't specifically listed in the schedule, as he considered it to be part of the abovementioned vehicle. And I think this assumption was reasonable in the circumstances. I say this because as an accessory it is a part of the vehicle, albeit a detachable one.

It will be clear from what I've said and for the reasons stated in my provisional decision that I still consider the fair and reasonable outcome to Mr L's complaint is for his claim to be settled on the basis that his livestock container is an accessory covered by his policy.

### **Putting things right**

I've decided to uphold Mr L's complaint about Aviva Insurance Limited and require it to settle his claim for the theft of his livestock container in accordance with the claim settlement terms in his policy.

I also require Aviva Insurance Limited to add interest to the amount payable in settlement at 8% per annum simple from one month after Mr L made his claim to the date of payment.\*

\* Aviva must tell Mr L if it has made a deduction for income tax. And, if it has, how much it's taken off. It must also provide a tax deduction certificate for Mr L if asked to do so. This will allow Mr L to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.

### **My final decision**

I uphold Mr L's complaint about Aviva Insurance Company Limited and require it to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 10 December 2025.

Robert Short  
**Ombudsman**