

The complaint

Mr A complains about Aviva Insurance Limited's decision to decline a claim under a home insurance policy.

What happened

Mr A had a home insurance policy with Aviva, that included cover for his contents, in the property he rented.

In August 2025, he made a claim with Aviva for his contents, after the landlady he lived with in the property, evicted him. Aviva considered the claim under the insured peril of "*theft or attempted theft*", but declined the claim as it said exclusions applied.

Mr A complained in September 2025. He said he didn't receive or read the policy booklet with the terms Aviva relied on.

Aviva issued a complaint response in September 2025. It said Mr A's claim didn't fall within the scope of cover. And given the policy exclusions and circumstances of Mr A's claim, Aviva said it didn't consider there was an insured event.

Mr A referred his complaint to the Financial Ombudsman Service. He said he was unable to enter the property to retrieve his contents, as his landlady had changed the locks.

The Investigator didn't uphold the complaint. They said it was fair for Aviva to decline the claim.

Mr A didn't agree. He considered there was a theft of his contents, and this may have been arranged by his landlady. He provided a Police call reference and crime number.

Because the complaint couldn't be resolved, it's been passed to me to decide.

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 don't think the circumstances of what happened here are in dispute – Aviva has largely relied on what Mr A said, to decide the claim. And in the circumstances, I think the only relevant section of Mr A's policy is cover for "*theft or attempted theft*". So to begin with, I've considered whether what's happened can reasonably be defined as theft.

Mr A rented the property from his landlady. And he said he lived in the property with the landlady and her son. When he made the claim, he told Aviva he'd been evicted and the landlady may have thrown away or taken his possessions, and that the Police advised him this was a civil matter.

When making a claim, the onus is on the policyholder to demonstrate the circumstances fall within the scope of cover. And in the circumstances, having reviewed the available evidence,

I'm not satisfied Mr A has shown what happened amounted to theft (or attempted theft).

I understand Mr A reported the matter to the police, but he told Aviva the Police considered this to be a civil dispute, as opposed to the criminal offence of theft. And I consider the Police would likely have reached this conclusion with the relevant definition of "*Theft*", under the law, in mind. I understand Mr A did provide a call and crime reference, but I can't say this is sufficient to show the Police concluded a theft had occurred.

So, for the reasons outlined above, I think Aviva acted fairly in saying there wasn't an insured event.

And even if Aviva accepted there was likely a theft, I'm conscious the terms exclude cover for theft from any part of the building other people have access to, or where access to the home was achieved without using force or violence. It also excludes any loss or damage deliberately caused by any other person living with the insured. Given that it's accepted the loss was due to the actions of Mr A's landlady, who likely had access to the home (without needing to use force or violence), and who lived at the property with Mr A, I think the relevant policy exclusions would've fairly applied to Mr A's claim.

Overall, for the reasons outlined above, I think Aviva acted fairly overall, in declining Mr A's claim.

Mr A said he didn't receive or read the full policy terms. Aviva didn't sell this policy to Mr A, so it's not Aviva's responsibility to send the documentation to him. I've reviewed the policy documents he likely did receive, and the policy schedule made it clear it was to be read in conjunction with the policy booklet. So I consider Aviva did what it needed, to make Mr A aware of the policy terms. And in the circumstances, I don't consider it was unfair for Aviva to rely on the terms that applied to Mr A's policy.

If Mr A has any concerns about the information he was given when the policy was sold, he'd need to contact the business that sold the policy to him.

My final decision

For the reasons outlined above, 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 A to accept or reject my decision before 8 May 2026.

Monjur Alam
Ombudsman