

The complaint

E's complaint is about a claim it made on its Aviva Insurance Limited ('Aviva') business protection insurance policy, which Aviva declined.

E says Aviva treated it unfairly.

E's complaint is brought by Ms D, but I shall refer to all submissions as being E's own for ease of reference.

What happened

I issued a provisional decision in which I said:

"I've considered the relevant information about this complaint.

Having done so, I'll be departing from the conclusions reached by the investigator and not upholding E's complaint against Aviva Insurance Limited.

Before I explain why I wish to acknowledge the volume of submissions made by both parties in this complaint. 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 E's complaint, namely whether Aviva was entitled to turn down E's claim in the way that it has.

The starting point is the policy terms. They provide cover for business interruption in the following circumstances:

"Action by Police Government or Other Competent Authority

1.1 The prevention or restriction of access to, or closure of, your premises by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of your premises that causes or threatens a danger or disturbance".

The issue I need to determine here is whether there was prevention, restriction of access to or closure of E's business premises was by any Police, Government or other competent Authority for the reasons set out above.

In this case E closed its business premises due to the threat of violence against businesses like E's during the anti-immigration riots. From what I've seen the riots were within half a mile of E's business and given the nature of E's work and the demographic of the clients that visit its premises, I can quite understand why E closed its premises for three days. But in order to be satisfied that E had a valid claim under the policy, E would have to demonstrate that the closure of its business was by the Police, Government or other competent Authority. In this case E was not closed by those authorities. The Legal Aid Agency made recommendations about closure if E felt this was necessary and said it was working closely with partners across the justice system. There were also several warnings by the Police about areas that might be targeted and information released about businesses that might be targeted in the local area by a refugee rights organisation. But none of these amounted to a direction to

close E's business in itself. The decision to do so was E's in this case. And whilst I fully understand why E took that decision, it doesn't mean that cover would engage in this case.

In her view the investigator said that it would be fair and reasonable for Aviva to reconsider E's claim given the circumstances surrounding it. I don't agree. This isn't in line with our general approach to business interruption when an insurer has set out a requirement for a business to be closed by particular authorities. And whilst I appreciate the exceptional circumstances surrounding the claim, we generally accept that businesses are entitled to determine what risks they're prepared to cover. In this case Aviva have determined that they aren't prepared to cover business interruption where a business hasn't been closed by the various parties I've mentioned. It would therefore be unfair for me to compel them to pay a claim in those circumstances.

I appreciate my decision will be disappointing to E, but for the reasons I've set out here, I don't think Aviva need to do anything more."

I asked both parties to provide any further comments or evidence for me to consider. E confirmed it was unhappy with my provisional findings and asked for further time to respond to them. I granted a short extension of time, but no further submissions were made by E. Aviva did not respond to my provisional 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 remain of the view that my provisional findings stand and that E's complaint should not be upheld. Neither party have provided me with any further submissions, so I am not persuaded those findings are wrong.

My final decision

For the reasons set out above, I don't uphold E's complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask E to accept or reject my decision before 29 December 2025.

Lale Hussein-Venn
Ombudsman