

The complaint

Mr M complains about Aviva Insurance Limited (“Aviva”) for its decision to decline his claim for a lost laptop computer. He wants Aviva to settle his claim and pay him compensation.

What happened

Mr M insured his home and contents with Aviva. His policy included cover for some contents when outside of his home.

In February 2023, Mr M attempted to sell his laptop so that he could buy an upgraded model. He listed the laptop on a selling website and was contacted by a purported buyer. Mr M met the ‘buyer’ and the discussed the laptop by the other person’s car. The ‘buyer’ took the laptop and got into his car and drove away without payment.

Mr M submitted a claim for theft of his laptop. He reported the theft to the police who recorded the theft as simple theft.

Mr M spoke with Aviva and Aviva asked questions about the circumstances of the theft.

Aviva subsequently declined the claim. It relied on an exclusion in the policy which stated that loss by theft was not covered where the theft was by deception, unless the deception was to gain access to the home. It considered that this exclusion applied to Mr M’s case and so it declined cover.

Mr M was upset and complained. He felt that his words had been misinterpreted and he noted that the police had accepted the theft as simple theft, rather than theft by deception.

Aviva sent its final response to Mr M in March 2023, maintaining its decision to decline the claim.

Mr M contacted us.

Our investigator has looked into this matter and set out his view to the parties. This was that he did not think that Aviva had acted unreasonably and so he did not recommend that the complaint be upheld.

Mr M did not accept that view and asked for an ombudsman 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.

I understand Mr M’s disappointment, but I agree with my colleague and I do not uphold this complaint.

I appreciate how distressing this experience must have been for Mr M and that he was very shocked when it first occurred. He has explained how essential a laptop is for his studies

and how he needs a machine of a high technical specification to continue.

I really do sympathise with Mr M at what has happened, but I do not think that Aviva has acted unfairly in the way that it has applied the terms to his claim.

Mr M's policy does include cover for some items when removed from the home, but the policy wording makes clear that contents stolen from the home are not covered for theft by deception unless the deception is to gain access to the home, or theft of property from outside of the home is not covered unless the thief has used violence or deception to get into a building.

In this situation the thief enticed Mr M to hand him the laptop, or to put it on his car, under the pretext of buying the laptop, and then he stole it from outside Mr M's home. The thief clearly deceived Mr M, but this was to take the laptop, rather than to get into Mr M's home or a building from which he stole the laptop.

I appreciate that the distinction is quite fine, and that Mr M considers the theft to be a simple theft. I understand his view, but insurers are entitled to exclude particular situations from the risk they cover so long as they explain these clearly.

In my view, Aviva was upfront about the exclusions that applied, and it has considered the circumstances of the theft when deciding whether the exclusion applies.

I do not think Aviva was unreasonable to conclude that the laptop was stolen by deception, outside of the policy cover.

Consequently, whilst I understand this will be very disappointing for Mr M, I do not uphold his complaint and I do not ask Aviva Insurance Limited to do anything further.

My final decision

For the reasons given above, I do not uphold Mr M's complaint and I do not ask Aviva Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 21 November 2023.

Laura Garvin-Smith
Ombudsman