

The complaint

Miss B complains Aviva Insurance Limited unfairly cancelled her contents insurance policy.

What happened

Miss B had a contents insurance policy with Aviva. Amongst other benefits, this gave accidental damage cover to Miss B.

In 2022, Aviva told Miss B it was cancelling her contents insurance policy with effect from 1 October 2022. It said, in summary, it had undertaken a review due to the number and frequency of claims made by her and found three claims of the same type made by Miss B within the past two years. As well as cancelling the policy, it didn't agree to cover Miss B's last claim.

Miss B responded to say there were a lot of claims because of her specific circumstances at home. Aviva considered this but didn't change its decision to cancel the cover. Miss B didn't think she'd been treated fairly, so she asked our service for an independent review.

The Investigator looked into matters and thought Aviva acted in line with the policy terms and didn't treat Miss B unfairly when it made the decision to cancel the policy. So, they didn't uphold Miss B's complaint.

Miss B didn't agree with the Investigators recommendation. She said Aviva's decision has affected her life - she can no longer get insurance and her credit score has been affected which has impacted her mental health. She doesn't recall the limit on claims being a part of the terms and conditions and wants the cancellation marker removed from her records.

The Investigator and Miss B communicated about this, but these points didn't change the Investigators view. This matter has now been passed to me for a 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 must tell Miss B I think the investigator has reached a fair outcome here. So, I don't uphold her complaint in this matter. I'll explain why.

To cancel Miss B's cover, Aviva has relied on the follow term which is set out on the first page of the document titled '*Notice to Policyholders and Annual Review Notice*'. In bold it says, '*Changes to your policy you need to know about*'.

'We ... may cancel this policy and/or any additional cover options provided by Aviva where there is a valid reason for doing so, by sending at least 7 days written notice to your last known postal and/or e-mail address setting out the reason for cancellation.'

Valid reasons include but are not limited to the following:

- ...
- *Where you have made 3 claims of the same type within the past 2 years.'*

I don't find this term unreasonable given the nature of an insurance contract. What I must decide, therefore, is whether Aviva applied this term fairly. To explain its decision, Aviva has provided information demonstrating Miss B's accidental damage claims history.

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|------------------|-----------------|
| - January 2020 | Sofa |
| - July 2020 | TV |
| - November 2020 | TV |
| - November 2020 | Nintendo Switch |
| - April 2021 | Nintendo Switch |
| - July 2021 | TV |
| - August 2021 | Hoover |
| - September 2022 | Nintendo Switch |

In October 2022, Aviva says it carried out a review of Miss B's policy due to the number and frequency of claims made by her. As a result, it decided to rely on the above-mentioned term as the September 2022 claim was the third claim of the same type in two years.

I find it reasonable for Aviva to decide the claims history - even with the backdrop of what Miss B has said about her home life – allowed it to cancel Miss B's policy and decline her latest claim.

I appreciate Miss B says it's an unfair situation and she doesn't recall the term being a part of the policy. But I've seen Aviva wrote to her in December 2021 to let her know it had concerns with the number of claims being made which could lead to the insurance policy being affected. It said it hadn't decided to take any action at that time, but it would monitor the situation and any further claims made. When it renewed the policy in 2022, it also sent Miss B information about her policy. And this clearly set out the term which Aviva is now seeking to rely on.

I note Miss B says she took this policy out because of her circumstances at home. And she feels the household has been discriminated against as her children only caused the damage which led to these claims because of their additional needs and disabilities. However, I think it's important at this point to note the descriptions of the claims suggest a variety of causes which led to them being made. Even so, whilst I can understand why Miss B feels this way, having looked at all the evidence, I don't think Aviva has discriminated against her household. Nor do I consider Aviva has acted unfairly or unreasonably when considering its decision to cancel her policy and decline the latest claim, for the reasons set out above. I hope it helps Miss B to know that someone impartial and independent has looked into her concerns.

I know Miss B will be disappointed with this outcome. But my decision ends what we – in trying to resolve her dispute with Aviva – can do for her.

My final decision

For the reasons set out above, I don't uphold Miss B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 6 September 2023.

Rebecca Ellis
Ombudsman

