

## **The complaint**

Mr F is unhappy that esure Insurance Limited (esure) hasn't settled his claim in full following a burglary at his home.

## **What happened**

Mr F had buildings and contents insurance with esure. His home was burgled during the night while he and his family were asleep. He reported the burglary to the police and made a claim to esure under his policy. The claim was for personal possessions which had been stolen, including jewellery, laptops, phones, and money.

In principle, esure accepted the claim and asked for proof of ownership. It settled the claim for the items for which Mr F had provided evidence of ownership. esure said it would only pay for the remaining items if he provided suitable evidence.

Mr F complained. He thought esure was being unreasonable because:

- some of the items were over 30 years old and he no longer had the receipts;
- esure rejected receipts for the laptops because they weren't in his name;
- it wouldn't cover the stolen money, and
- it rejected his later claim for damage to his fence which was the point of entry.

esure maintained its decision that it wouldn't pay for any further items without appropriate proof of ownership. It also said the fence claim wasn't covered because the damage was caused mainly by a storm, not the burglary.

Our investigator didn't uphold the complaint. He thought esure had handled the claim fairly and, without further evidence, he didn't think esure needed to pay the remaining claim.

Mr F didn't agree. He repeated his dissatisfaction that esure rejected the evidence he'd provided as proof of ownership, and he thought it was unreasonable to expect family members to hunt out photographs in support of his claim. Mr F felt sure the stolen money was covered under his policy and he remained unhappy that esure declined his claim for the broken fence.

The complaint was 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.

While I realise Mr F will be disappointed, I've decided not to uphold his complaint. I'll explain.

Overall, esure accepted the claim, but the issue is that it didn't pay for everything Mr F reported as stolen or damaged. So, I'll focus on the items of which he provided some evidence because these are the main causes of complaint.

It is Mr F's responsibility to show that he suffered a loss covered under his policy. To do that, he'd need to provide proof that he owned the items for which he claimed. I wouldn't expect him to be able to provide receipts for possessions which are very old, but there are other ways to demonstrate ownership, such as photos or packaging.

If Mr F demonstrates ownership with appropriate evidence, it's possible esure would settle the claim in line with the remaining terms of the policy, unless it demonstrates that an exclusion applies.

### Money

Mr F says around £500 to £550 was stolen from two locations within his home and he thinks it should be covered under his policy. He hasn't provided any evidence, which I understand would be difficult unless the exact sum was withdrawn from a bank or cash machine.

The policy says:

*"Your Cover*

*What is not covered?*

*We will not pay for theft of Money:*

- *unless someone has broken into or out of Your House by using force and violence. "*

I think the terms are clear - if Mr F can prove his loss, and the money was taken because there was a forced and violent entry to his home, then it's likely esure would cover the claim. I've noted that there's a policy limit up to £750, subject to the policy excess.

esure declined Mr F's claim for the theft of money because there was no evidence of force and violence. After first saying the window was cracked, Mr F told esure the crack was from an earlier incident and there was no need for someone to inspect and repair it. He said the window was off the latch. Based on Mr F's report of events, the burglar gained entry to his home by opening the window rather than breaking it. As there's no indication of violence, and Mr F hasn't provided evidence of his loss, I think it's fair that esure declined the claim for the money.

### Watch

esure declined Mr F's claim for a luxury brand watch because he didn't provide enough evidence of ownership. He provided a photo of his wife wearing the watch and a wedding band which was also stolen, but esure didn't think the photo clearly showed a watch. esure covered the wedding band based on the same evidence so I've thought carefully about whether it was fair to cover one item from the photo but not the other. I've decided it was. While esure can't be certain that the wedding band in the photo is the one which was stolen, there is little, if anything, to distinguish one gold band from another. So it paid what it considered to be a fair amount, based on average prices, as a gesture of goodwill.

esure didn't think the photo of the watch was clear and it looked more like a bracelet. While I think the photo may show a watch worn with the face on the inside of the wrist, there's no way of knowing what type of watch it is. The brand Mr F claimed for would cost around £1000 or more, and it's not uncommon to keep the warranty, box and/or spare links for the strap. So I think it's fair that esure asked for more evidence of ownership than the photo.

### Engagement ring

Mr F claimed for the theft of an engagement ring which he reported as a gold ¼ carat diamond ring. He provided esure with a Certificate of Authenticity (CoA). esure didn't accept the CoA as proof because it didn't have a name, address or date on it, and it didn't look like it was 30 years old, which was roughly the age of the ring. Mr F pointed out that receipts don't have a name and address.

I understand the point Mr F is making, but a receipt is dated and generally has the product description on it, or other identifying information. Regardless of that, I agree that the CoA doesn't support Mr F's claim but for slightly different reasons. The paper doesn't look like it's old, but I understand it could've been kept safely. However, the description is of a platinum ring which doesn't match the description of a gold ring which Mr F reported as stolen. So, because the description of the ring on the CoA doesn't match the description of the ring Mr F reported as stolen, I think it was reasonable that esure rejected the claim for that item.

#### Remaining items

I've commented on some of the main items Mr F claimed for under his policy and which esure declined because the evidence provided didn't prove ownership. I haven't covered every item outstanding because the reason esure gave for not covering them is the same. But I should point out that esure only declined to pay unless/until Mr F provided appropriate evidence of ownership, and it gave examples of the type of evidence it would accept. While he has said esure, or this service, can check the details he's given, it's Mr F's responsibility to evidence his loss. So, I'm satisfied that esure has handled his claim fairly and that it will consider covering further items claimed for originally if Mr F provides evidence of ownership.

I understand the burglar was arrested and convicted. It's possible the police have further evidence to support Mr F's claim, but that would be a matter for him to follow up on.

#### Fence

Some time after the burglary, Mr F made a further claim under his policy for damage to his fence. He said that the fence was damaged in a storm but only because of the original damage caused by the burglar. esure declined the claim because its surveyor reported that the storm caused the damage.

I've looked at the report and the photos provided and I don't think esure has been unreasonable here. The fence looks in poor condition and there are some areas of damage which match older photos taken before the burglary. I accept that the burglar may have caused some damage to the fence, and I don't think esure is disputing that. But it said the storm was the *main* cause of the damage. Given that Mr F didn't report any damage to his fence at the time of the burglary, and he only claimed after a 70mph wind storm, I think it's more likely than not that the storm was the main cause of the damage. But, again, esure said if Mr F could provide any contradictory evidence, it would reconsider his claim. I think esure has been fair here.

In summary, esure accepted Mr F's claim for stolen possessions but it only paid for those which he could evidence ownership. At each stage, where an item claimed for has been declined, esure has said that if Mr F can provide further evidence, it will reconsider his claim. esure also told Mr F what sort of evidence he'd need to provide. I think that's fair.

#### **My final decision**

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 1 February 2021.

Debra Vaughan  
**Ombudsman**