

## The complaint

Mr D is unhappy that Aviva Insurance Limited (Aviva) declined part of his contents insurance claim following a burglary at his home.

## What happened

Aviva accepted Mr D's claim under his home insurance policy when he reported a burglary at his home. Amongst other items, he reported the theft of photography equipment, a gold necklace and a premium brand watch. Aviva asked for proof of ownership.

Mr D provided a receipt, the original box and photos of himself wearing the watch. He also provided receipts for photography equipment, some of which he said hadn't been stolen and he wasn't claiming for, and photos of himself with the stolen equipment. Aviva declined the claim because it didn't think Mr D had provided sufficient evidence of ownership.

Mr D went on to provide messages from a friend confirming he'd gifted the watch to Mr D. But Aviva maintained its decision to decline those items because he hadn't proved ownership.

Mr D complained while continuing to seek further evidence of ownership.

Our investigator didn't think Aviva had treated Mr D fairly. She said the evidence indicated it was more likely than not that Mr D had owned the photography equipment so it should settle that part of his claim. But she agreed that Aviva had reasonably declined his claim for the watch.

I issued a provisional decision in March 2022 explaining that I was intending to uphold Mr D's complaint. Here's what I said:

### *provisional findings*

*The circumstances of the burglary are not in dispute. Mr D said Aviva refused to pay for a gold necklace which was also stolen. He's aware that Aviva hasn't had the opportunity to respond to that part of his complaint, so I won't address it here.*

*The remaining issue is that Aviva declined to pay for some photography equipment and a watch.*

*Under the General Conditions, the policy states:*

#### *8. Proof of value and ownership*

*When you are claiming for contents it is your responsibility to prove any loss. We therefore recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.*

*This information is also highlighted under section 7, in a box indicating attention is being drawn to it. Therefore, I'm satisfied that Aviva made Mr D aware of what he'd need to*

provide when making a claim, and I've gone on to look at what he did provide for each of the items in dispute.

### **Photography equipment**

Mr D notified Aviva that photography equipment had been stolen, including some lenses. He included these on his loss list. When Aviva asked him for evidence, he provided photos of himself in various locations wearing the camera slung over his shoulder and the equipment attached to it. He also provided copies of a receipt showing other items he'd bought which hadn't been stolen, pointing out he wasn't claiming for those.

Aviva declined the claim for the camera lenses because the photos didn't prove ownership. But, having looked at the evidence, I think Mr D has provided enough to show he owned the photography equipment in dispute. The photos and receipt reflect a lifestyle which suggests Mr D more likely than not owned the lenses for which he is claiming. Aviva settled the claim for the remainder of the photography equipment, and for other items based on photos alone. So, it's reasonable to say Aviva should've settled the claim for the camera lenses on the same basis.

My provisional decision is that Aviva should reconsider Mr D's claim for the camera lenses in line with the remaining terms and conditions of the policy, accepting that he's provided sufficient evidence of ownership.

### **Premium brand watch**

Aviva declined Mr D's claim for his watch because it didn't think he'd proved ownership.

I've looked at the loss adjuster's investigation report and note the following comments:

*"The Insured presented a copy of the original purchase receipt and pictures of him wearing the watch and of the box etc."*

*"Having completed our investigations, we have been unable to find any evidence to prove the loss to be anything other than genuine or that the claim had been exaggerated."*

So, on the face of it, there would've been no reason to doubt Mr D's loss.

Mr D says he told Aviva he had the watch when he took out the policy. There's no evidence that he did, but Aviva's notes state the following:

*"On these policies you cannot specify an item, you just need to make sure the £50,000 limit is sufficient to cover your individual valuables."*

Therefore, Mr D wouldn't have been required to tell Aviva that he had the watch.

Nevertheless, in line with the policy, I'd expect Mr D to be able to prove ownership. Looking again at what Aviva requires - receipts, valuations, photographs, instruction booklets and guarantee cards - Mr D provided Aviva's loss adjuster with a copy of the receipt, the box, and photos of him wearing the watch. He says the other documents were stored in his safe which was also stolen during the burglary.

Thinking about the evidence Mr D provided, I fail to see why Aviva doesn't think the receipt, the box and photos of him wearing the watch meet the policy terms and conditions. Aviva said the evidence he provided wasn't enough because:

- The receipt didn't show the make, model and serial number.
- Mr D hadn't registered the watch.

- *He didn't know the serial number.*

*Mr D went on to get evidence from his friend who had gifted the watch to him. He provided a screen shot of a message confirming it was a gift, and an email from the store confirming the purchase. Aviva couldn't confirm the message with Mr D's friend due to his lack of availability, but I don't see why that would've carried greater weight than Mr D's evidence.*

*I've thought carefully about the information Mr D provided, and I don't think Aviva treated him fairly. It was an expensive watch so I can understand that Aviva would've expected him to register it, or be able to provide evidence of the serial number. But the policy simply requires him to prove ownership and I'm satisfied that having the receipt, the box and photos does that.*

*I should point out that since Aviva issued its final response, Mr D has obtained further information about his watch. The retailer provided details of the serial and model number and confirmed the sale. Mr D also registered the details with the manufacturer so that his watch can be identified should someone take it into any of its retail stores. I note Aviva tried to contact the store where the watch was bought, but, as yet, hasn't been successful.*

*I think a fair outcome would be for Aviva to reconsider Mr D's claim for his watch, accepting his evidence as proof of ownership.*

*Overall, I'm satisfied that Mr D provided Aviva with enough proof of ownership and that it treated him unfairly when it declined his claim for lack of evidence. I appreciate the watch is a premium brand, and therefore expensive, but I see no reason why Aviva should decline the claim when Mr D provided the evidence required under the policy terms and conditions.*

I said I was minded to require Aviva to:

- accept Mr D's evidence as proof of ownership and reconsider his claim for his camera equipment and watch in line with the terms of the policy.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Aviva didn't provide any further comment.

Mr D responded to say he didn't have photos of his watch because he doesn't take photos of himself. But he pointed out he'd provided everything else Aviva asked for. So, I've taken this into consideration when reaching my final 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.

Despite Mr D's clarification, I've decided to uphold his complaint for the same reasons as those set out in my provisional decision. I'll explain.

Mr D said he didn't provide a photo of his watch because he doesn't have one. Aviva's evidence reported that the loss adjuster saw a photo of Mr D wearing his watch. I accepted Aviva's evidence at face value because it wasn't detrimental to Mr D's position.

Having thought about Mr D's clarification, I've decided it doesn't make a significant difference to my decision. That's because he provided enough other evidence of ownership

that the absence of a photo doesn't shift the balance of evidence against his complaint. Therefore, I'm satisfied that Aviva should reconsider his claim accepting that he has provided enough evidence of ownership for both the camera equipment and watch.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, I uphold Mr D's complaint and Aviva Insurance Limited must:

- accept Mr D's evidence as proof of ownership and reconsider his claim for his camera equipment and watch in line with the terms of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 24 May 2022.

Debra Vaughan  
**Ombudsman**