

## The complaint

Mrs K and Mr S have complained about how Accredited Insurance (Europe) Limited ('Accredited') settled a claim under their home insurance policy.

## What happened

Mrs K had some bangles and rings stolen from her while she was on holiday. Mr S contacted Accredited to make a claim. Accredited agreed to settle the claim for the rings and said, as the bangles had been described as a "set", that the £3,000 limit for sets of items would apply. When Mrs K and Mr S complained, Accredited maintained its decision to apply the £3,000 limit.

So, Mrs K and Mr S complained to this service. Our investigator upheld the complaint. She said Mr S's use of the word "set" was a turn of phrase and didn't mean they weren't individual items that were worn together. She said Accredited should deal with each bangle as an individual item.

Accredited disagreed with the investigator but offered to settle the claim for £6,000, less the excess to draw the matter to a close. Our investigator put this offer to Mrs K and Mr S, who didn't accept it. Accredited asked for the complaint to be referred to an ombudsman.

I issued my provisional decision on 7 September 2022. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

I should note that I have only looked at the settlement for the bangles and haven't considered anything in terms of the rest of the settlement offered.

When Mr S contacted Accredited to make a claim, he said "*the bangles were given to my wife ... as a set of 6*". So, Accredited took this to mean the items were a set and applied the policy term that said:

*"The most we will pay for:*

*...*

*any one item, set or pair of unspecified high risk item(s) or unspecified personal belongings is three thousand pounds (£3,000)"*

I've looked at the receipt and this says "*Items: Bangles 6*". I've also seen a photo of a person, who I understand to be Mrs K, wearing some of the bangles. It isn't the clearest photo but, from what I can see, the bangles appear to be similar to each other. Mr S has said his use of the word "set" was a turn of phrase, but didn't mean they were a set as described by the policy. I have some sympathy for that argument. I also don't think the receipt shows the bangles were a set, despite them being bought at the same time.

Mrs K has also provided descriptions of the bangles to this service. She initially said: "*I had 2 sets of 3 bangles, 3 for each hand*". When Mrs K replied to our investigator's view, she agreed with the investigator that they could be regarded as individual items, but also said the bangles could also be described as "*3 sets of two bangles*". I'm aware that if it was three

sets of two bangles, this would be similar to Accredited settling the claim for each individual bangle, as Mrs K and Mr S said the bangles were worth about £1,500 each and the limit for each set was £3,000. However, this still suggests Mrs K regarded it as reasonable to describe the bangles as a set.

It also means I have three different explanations for whether, or how, the bangles are a set. Based on what I've seen, I currently think Mrs K's explanation of the bangles being two sets of three is the most compelling. In that instance, I think it was more than just a turn of phrase. Mrs K clarified they were a set of three "*for each hand*", which persuades me that Mrs K regarded them as a set and of how they formed a set.

So, I currently intend to uphold this complaint and say that Accredited should reassess the claim for the bangles as two sets of three bangles.

I asked both parties to send me any more information or evidence they wanted me to look at by 5 October 2022.

Accredited didn't reply.

Mr S and Mrs K replied and said the bangles are individually sold at jeweller shops, are an individual piece of jewellery and someone can buy as many as they like. However, it is a tradition to wear a minimum of six so you can wear three on each arm. The best description was "*a single piece of jewellery bought*". If one was lost, it was possible to buy one to replace it.

### **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've decided to uphold this complaint and for the reasons given in my provisional decision. As part of that, I've looked again at the information provided by Mr S and Mrs K, including in their response to my provisional decision. Mr S and Mrs K have said the bangles are individually sold at jewellery shops. But what I need to decide is whether these specific bangles, that were given to Mrs K several years ago, were a set and, if so, how they formed a set.

I don't doubt that bangles can be bought individually. However, these bangles were bought together, appear to be similar to each other and were described by Mrs K as forming a set, although her description of how they formed a set varied. Mr S and Mrs K's latest response also suggests that they are meant to be worn together, with three on each arm. So, having thought about this carefully, I remain of the view that it is reasonable to regard the bangles as two sets of three and for Accredited to settle the claim on that basis.

### **Putting things right**

Accredited should reassess the claim for the bangles as two sets of three bangles.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Accredited Insurance (Europe) Limited to reassess the claim for the bangles as two sets of three bangles.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr S to accept or reject my decision before 3 November 2022.

Louise O'Sullivan  
**Ombudsman**