

## The complaint

Ms I and Mr W have complained about the way Aviva Insurance Limited trading as QuotemeHappy.com settled a claim under their home insurance policy following a burglary at their home.

All reference to the insurer Aviva in my decision includes agents acting on its behalf.

## What happened

Ms I and Mr W's home was burgled. Aviva accepted the claim and Ms I and Mr W accepted a cash settlement for stolen non-jewellery items.

Aviva made a settlement by way of vouchers for jewellery items which Ms I and Mr W could use at an approved jewellers to buy replacements. For some items which couldn't be replaced, Aviva said it would pay a cash amount.

From the lists provided by Aviva and Ms I and Mr W, the crux of their complaint is that:

- The vouchers provided by Aviva aren't enough for them to replace the jewellery that they have claimed for.
- They haven't received any cash settlement for jewellery items.
- The list provided to the jeweller didn't match their list.

Aviva didn't uphold their complaint. It said it had fairly settled their claim.

Our Investigator thought Aviva had acted reasonably. But Ms I and Mr W didn't agree.

We asked for more information to understand what was claimed for, what items had been settled; for how much and by what method.

I issued a provisional decision on 22 February 2023.

## My provisional findings

*Insurers can achieve discounted rates with approved retail jewellers. So it isn't unusual for an insurer to settle a claim by way of voucher for a policyholder to replace their jewellery this way.*

*Some of the items listed by Ms I and Mr W were not items that could be replaced. So Aviva reached a cash sum for these items. According to Aviva's list, they were:*

*Gents watch (brand S) for £25, Gents watch (brand M) £77, bracelet with charms £195, belly ring 24ct £140.*

*So, according to Aviva's list, a cash payment of £437 was owed to Ms I and Mr W for these items. Both Aviva and Ms I and Mr W have told us that no cash payment has been made in relation to jewellery items.*

*When Ms I provided a list of stolen jewellery items in February 2021 to Aviva, this didn't include a second rotary watch which is listed as item 2.*

*Evidence of ownership for this item is the same as other items Aviva has agreed to replace. So for this reason I think Aviva should include this watch in the claim and provide a settlement for it.*

*Ms I and Mr W have provided a copy of an email it received from the jeweller following a visit to the store. They say the vouchers weren't enough to meet the costs to replace the jewellery items Aviva agreed to cover.*

*There are two items which the jeweller provided details of following Ms I and Mr W's visit to the store. The prices provided by the jeweller for these items: a ring and bracelet: are based on heavier weights and thickness of the bracelet to Aviva's description and valuation.*

*Ms I and Mr W didn't provide any evidence of these items when they made their claim to support the weight and thickness of the items. Aviva didn't agree to meet their claim for the weights and thickness being claimed for, but has agreed to meet a lower weight and smaller thickness.*

*Aviva says that Ms I and Mr W wanted to buy a replacement ring and bracelet based on the heavier weight and thickness using the vouchers. But this doesn't match what Aviva has agreed to indemnify for in relation to these two items. So any difference in price - if Ms I and Mr W wish to buy the heavier and thicker version of the items - isn't something that is covered under their claim.*

*Ms I and Mr W dispute the value given for two other items: a relative's ring and a watch.*

*No proof of the relative's ring was available. So I can't say that the valuation Aviva gave - based on the information it had - was unreasonable. The watch was - similar to other items - something Mr W says he bought at auction. Bank statements provided of payments to the auction house haven't matched the amounts being claimed for. And so with the limited information available, I think Aviva reached a reasonable valuation for the watch.*

*I will consider any new representations both parties may wish to make. Based on the information I've seen, I intend to ask Aviva to take the steps set out below.*

### **My provisional decision**

*My provisional decision is that I intend to uphold this complaint in part. I intend to ask Aviva Insurance Limited trading as QuotemeHappy.com to do the following:*

- Include the second rotary watch listed as item 2 from Ms I and Mr W's list under their claim and provide either an evoucher or cash settlement for it.*
- Pay Ms I and Mr W a cash payment of £437 as set out under the total settlement for the items that couldn't be replaced. I think this should have been paid when it provided the evouchers, so if it wasn't, Aviva should pay interest on this amount.*
- If applicable, Aviva should pay interest on the £437 at a rate of 8% simple interest from the date the evouchers were available to the date it pays Ms I and Mr W.*

### **Responses to my provisional decision**

Aviva accepted my provisional decision. Ms I and Mr W didn't agree. In summary they say the Investigator accepted their claim in full but Aviva didn't. They provided receipts for the items they could - other items were purchased over 20 years ago and they were told Aviva would accept other evidence where receipts weren't available. They say they can give dates

of when they bought items from auction and we can contact the auction site for further information if needed.

They don't accept my provisional decision and want to take alternative action.

So the case has been passed back 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.

Having done so, it doesn't change my mind as to my findings and recommendations set out in my provisional decision. Aviva as the insurer makes the decision as to how it will settle a claim. Having considered whether this was done reasonably, I think Aviva accepted evidence provided for the majority of items claimed for. Ultimately it is for a consumer to reasonably show proof of ownership. So I don't think Aviva acted unfairly when assessing the items in dispute here. My final decision is therefore the same as my provisional decision.

### **My final decision**

My final decision is that I uphold this complaint in part. I require Aviva Insurance Limited trading as QuotemeHappy.com to do the following:

- Include the second rotary watch listed as 'item 2' from Ms I and Mr W's list under their claim and provide either an evoucher or cash settlement for it.
- Pay Ms I and Mr W a cash payment of £437 as set out under the total settlement for the items that couldn't be replaced. I think this should have been paid when it provided the evouchers, so if it wasn't, Aviva should pay interest on this amount.
- If applicable, Aviva should pay interest on the £437 at a rate of 8% simple interest from the date the evouchers were available to the date it pays Ms I and Mr W.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms I and Mr W to accept or reject my decision before 4 April 2023.

Geraldine Newbold  
**Ombudsman**