

## **The complaint**

Mr D complains Aviva Insurance Limited (Aviva) unfairly declined to settle his claim on his valuables insurance policy.

Aviva are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Aviva have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Aviva includes the actions of the intermediary.

## **What happened**

Mr D lost his luxury watch when he had an accident whilst out riding his bicycle. He did not notice the watch wasn't on his wrist until he got home and despite returning to the crash site, the watch couldn't be found.

He reported the loss to Aviva. When his claim was investigated Aviva declined to consider it due to the lack of required information regarding the purchase of the watch.

Because Mr D was not happy with Aviva, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said as Mr D had not been able to provide the purchase information required, it did not think Aviva had been unfair to decline to settle the claim. They said if he could provide the purchase information required it would expect Aviva to reconsider his claim.

As Mr D is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

The insurance policy was taken out in February 2023. I looked at the insurance policy terms and conditions and it says it covers *theft, loss accidental or malicious damage to jewellery and/or watches specified*.

Within the policy statement of fact document it gives a number of policy conditions. It includes;

*"Your policy is conditional on the following statements being true:*

- You can provide Evidence of Ownership for all insured items (refer to Insurance Booklet for definition of Evidence of Ownership)*
- Claims related to theft, loss or malicious damage must be reported to the Police within 24 hours of discovery".*

In the terms and conditions of the policy it says;

*"No claim shall be accepted under this insurance unless we have received satisfactory documentation to support the claim. This includes but is not limited to evidence of*

*ownership, jewellery valuation, proof of payment for the item such as bank statements or credit agreements and where applicable evidence of UK customs duty being paid."*

Evidence of ownership is defined as;

*"Original sales purchase or till receipt which clearly demonstrates ownership. This can also include a jewellery valuation along with a photograph of the item. Where the item was purchased outside of the United Kingdom we will require a jewellery valuation".*

Mr D had the accident on his bicycle on 21 July 2023 and he reported the loss of his watch to Aviva on 27 July 2023. Aviva took the details of his claim and Mr D said he had not reported the loss to the police as he did not know he had to.

Although Mr D had not reported the loss to the police his claim as his policy required, Aviva agreed it would continue to validate the claim. Aviva asked Mr D to provide proof of purchase, photographs, a recent valuation and a quote for a replacement of the watch.

Mr D was able to provide a photograph of the watch, the watch packaging and a quote for a replacement. He also provided a link to show he can generate an ownership document. However he was unable to provide proof of purchase as he said it was purchased with cash.

Aviva undertook a telephone appointment with Mr D to discuss his claim at the end of August 2023. The evidence of the link he had supplied to prove ownership was discussed and Aviva said this did not prove evidence of ownership or proof of purchase. During the appointment it was found the loss of the watch had not been reported to any loss registers at this stage, but this was completed by Mr D in mid-September 2023.

In early October 2023 Aviva advised Mr D that because he was unable to provide the information required of proof of purchase of the watch, that due to the lack of required information it was unable to consider his claim further.

Aviva said all claims have to be fully validated in line with the terms and conditions of his insurance policy. After consideration of all the evidence provided, I agree Aviva has applied the terms and conditions of the policy fairly and were correct to decline Mr D's claim.

If Mr D is able to provide evidence of proof of purchase, Aviva should reconsider his claim.

Therefore, I don't uphold Mr D's complaint and don't require Aviva to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 26 June 2024.

Sally-Ann Harding  
**Ombudsman**