

## **The complaint**

Mr and Mrs J complain about Aviva Insurance Limited's settlement of their contents insurance claim.

Any reference to Aviva includes the actions of its agents.

## **What happened**

Mr and Mrs J made a claim under their contents insurance policy after their home was broken into. Some handbags, cash and items of jewellery/gold were stolen. Aviva asked Mr and Mrs J for proof of the purchases.

Mr and Mrs J were able to provide receipts for £3,246 worth of jewellery, but couldn't evidence purchase of the other items. Aviva offered settlement for the jewellery items which had a receipt, as well as £100 for five handbags. However, it refused to pay a settlement for the other items. Unhappy with this, Mr and Mrs J complained to Aviva.

Aviva didn't alter its position, though it did accept there had been some communication issues throughout the claim. It offered Mr and Mrs J £50 compensation for this. Mr and Mrs J brought their complaint to this service. After they did so, Aviva increased its compensation offer to £150.

Our investigator looked into the matter, but concluded that Aviva had dealt with the claim reasonably. She thought the compensation Aviva had offered for its handling of the claim had been fair. Mr and Mrs J didn't accept our investigator's findings, and so the matter has been passed to me for a 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.

The policy says when a claim is made, it is the insured's responsibility to prove any loss. It says that to help with a claim, Aviva recommends the insured keep receipts, valuations, photographs, instruction booklets and guarantee cards.

Mr and Mrs J claimed for five handbags, but couldn't provide any receipts or other evidence of ownership. Aviva therefore offered to pay £20 for each handbag, which I think was reasonable.

Mr and Mrs J were able to provide receipts for £3,246 worth of jewellery items. However, they claimed for around £27,000 of gold/jewellery in total and haven't been able to provide proof of purchase for the remaining items. So they've only been able to evidence the purchase of around 12% of the total claimed.

Aviva therefore requested other evidence of ownership, such as photos of the items being worn or valuations. I think that was reasonable, as this would support that they owned those

items. Unfortunately, Mr and Mrs J haven't been able to provide any evidence of ownership. Given the high value, I think it was reasonable for Aviva to refuse to pay for these remaining items as there is no evidence of purchase or ownership. I therefore don't require Aviva to increase its settlement figure.

Mr and Mrs J have said they found another receipt for some gold, and have also questioned the weight of one pair of earrings that Aviva had agreed to settle. We asked Aviva about this, and it confirmed that its settlement offer included the gold where Mr and Mrs J had later found the receipt, and that the settlement for the earrings had been based on the correct weight.

Mr and Mrs J also claimed for £1,500 in cash. The policy says:

*'Contents – what's not covered?*

...

- *Theft of the following items unless someone has broken into or out of the home by using force and violence or has got into the home by deception:*
  - *personal money'*

I understand there was some damage to the front door, but the thieves were thought to have entered using a spare set of keys that had been lost. So I'm satisfied there was no force and violence used to break into or out of the home, and the thieves didn't gain entry by deception. Therefore, I find that it was reasonable for Aviva to rely on the above exclusion and refuse to reimburse Mr and Mrs J for the £1,500.

Mr and Mrs J say they struggled to speak to Aviva's agent about their claim. I also see they were promised a call back, but this didn't happen. Aviva accepted that Mr and Mrs J had experienced some communication issues with its agent and offered £150 compensation for this. Based on what Mr and Mrs J have said about the matter, I think this amount of compensation was fair, and reflected the level of inconvenience caused to them.

### **My final decision**

My final decision is that I don't uphold this complaint in respect of the settlement of the claim.

Aviva insurance Limited has already made an offer to pay £150 to settle the complaint in respect of the communication issues, and I think this offer is fair in all the circumstances.

So my decision is that Aviva Insurance Limited should pay £150 (if it hasn't already done so)\*.

\*Aviva must pay the compensation within 28 days of the date on which we tell it Mr and Mrs J accept my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs J to accept or reject my decision before 22 July 2024.

Chantelle Hurn-Ryan  
**Ombudsman**