

The complaint

Mrs J has complained that The National Farmers' Union Mutual Insurance Society Limited trading as NFU Mutual (NFU) unfairly declined a claim under a home insurance policy for jewellery and cash stolen in a burglary.

Mrs J had a representative for the claim and complaint but, for ease, I will normally only refer to Mrs J because she is the policyholder.

What happened

Mrs J contacted NFU to make a claim when her home was burgled and a large quantity of jewellery and some cash was stolen. NFU assessed the claim and asked Mrs J to provide evidence of the stolen items. The only evidence she was able to provide was a handwritten list of jewellery items. NFU said this wasn't enough evidence to substantiate the claim. So, it said it couldn't offer any settlement.

When Mrs J complained, NFU maintained its decision not to offer any settlement for the jewellery or cash. So, Mrs J complained to this Service. Our Investigator didn't uphold the complaint. She said NFU was entitled to validate the claim. But Mrs J had no photos, boxes or other documentation to show she owned the items. She said it was fair that NFU didn't offer any settlement for the jewellery or cash.

As Mrs J didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

I've looked at the policy documents. These said:

“General Conditions

How to Claim

If anything happens which might result in a claim, YOU must do the following (failure to do so will entitle US to reduce the amount that WE pay YOU, or not pay YOU at all):

...

- *Provide all written details and documents that WE ask for”*

I don't think there's anything unusual about this wording and it's normal for insurers to ask for information and documents to validate a claim.

I'm aware Mrs J has said the jewellery was obtained over many decades and included gifts. She also said that when the jewellery was stolen, this included the boxes and containers. So, there was nothing to give to NFU. For the money, Mrs J said this was rent paid in cash

by a tenant several years earlier that had then been stored in her home. She was unable to provide evidence of the payments.

When Mrs J said she was unable to provide receipts or other proof of purchase, NFU suggested alternative evidence it would consider to show proof of ownership. This included photos, valuation certificates and boxes. However, Mrs J said she was unable to provide any of these items. The only information she was able to give NFU was a handwritten list of various rings, bracelets, watches and a range of other items, with approximate values against each item. It's my understanding that Mrs J wrote this list after the burglary and was based on her recollection of the items she owned. Based on what I've seen, I think it was fair for NFU to decide it didn't have enough evidence to substantiate the claim for the jewellery or the cash.

I'm aware that this will be disappointing news for Mrs J and that she found both the burglary itself and the claim very difficult to deal with. However, I think NFU acted fairly in how it dealt with the claim. As a result, I don't uphold this complaint or require NFU to do anything further in relation to it.

It's also my understanding that Mrs J is trying to find photos of the stolen items. This doesn't affect my decision. These weren't provided to NFU during the period that I'm considering, which is up to the point that it responded to Mrs J's complaint. My decision doesn't prevent Mrs J from providing NFU with photos or other information she thinks might assist with her claim.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 4 November 2024.

Louise O'Sullivan
Ombudsman