

The complaint

Miss R has complained that esure Insurance Limited trading as Sheilas' Wheels failed to settle a claim under her home insurance policy in full.

What happened

Miss R took out a home insurance policy with esure. Individual items worth £1,500 or more had to be listed on the policy and were referred to as "*Specified items*". Miss R listed an item described as "*18ct gold diamond baguette ring*" and said it was worth £2,700. Specified items of jewellery were only insured against theft in limited circumstances including while they were being worn or carried by Miss R or a member of her household.

In November 2022 Miss R made a claim to esure. She said she'd gone to a conference with her jewellery for the day and evening in a pouch which she put in her handbag. Whilst at the conference her bag was on the floor next to her chair. People were sitting all around her. She kept the bag with her at all times. She went out to dinner at a restaurant in the evening. She hadn't got round to putting the jewellery on. She was seated at a table of about 10 people. She said she left the table twice, once with her bag and once without, leaving it on the table with a family member who lived with her. The next day she realised that the pouch and its contents were missing.

Esure thought it unlikely that the pouch had been stolen while Miss R was carrying her handbag as a thief would have had to open the bag, pull out or move other items in the bag to get to the pouch which had been placed at the bottom of the bag. It also pointed out that Miss R had told it she was the only person living at the insured address. It also said that a bag that had been left on a table wasn't being worn or carried. So it refused to cover the Specified items as Miss R hadn't been wearing or carrying them when they'd been stolen.

It accepted the claim for the unspecified items of jewellery and asked Miss R for details of them. She told its claims validations team what they were and esure agreed to make a cash settlement of £1,100 for a bangle and £900 for a ring. After deducting the policy excess of £175, it paid her £1,825 in May 2023.

Miss R wasn't happy with esure's decision not to pay for the specified ring.

Not long afterwards Miss R contacted esure to say that she was also claiming for two unspecified rings which she used to wear on the same finger. She said esure had incorrectly listed these as one ring. She referred to the loss report where she'd referred to two rings describing them as "*white gold diamond ring band style and another band with a large stone*". Esure said Miss R had only referred to one unspecified ring and had never advised that she was claiming for more than one unspecified ring. It didn't agree to increase the settlement.

As esure didn't change its decision, Miss R brought her complaint to this service. I issued a provisional decision explaining why I wasn't minded to uphold the complaint. An extract from my provisional findings is set out below:

“When making a claim it’s the consumer’s responsibility to prove that they’ve suffered the loss they’re claiming for. If they don’t do this or there are discrepancies in what the consumer tells the insurer, the insurer may reject the claim.

I’ve listened to the call when Miss R asked esure to add the specified ring to the policy. She refers to it as one ring and said it was worth £2,700.

The lost property report completed by esure following a call with Miss R in December 2022 lists the specified ring as follows:

“Model

White gold baguette ring

Description

White gold diamond ring band style and another band with a large stone with small stones inside. Diamonds coming across like a small wave.”

On the call with esure’s claims validator Miss R refers to the specified ring as “it” in the singular. Esure said the list was sent to Miss R prior to settlement of the unspecified items and she agreed that it was correct.

Miss R has since explained that the specified ring was in fact two separate rings which she wore together on the same finger. She said they were priced individually at £1,190 and £1,400.

Based on the information Miss R provided to esure about the specified ring, I’m satisfied that its decline of her claim for two separate rings was fair. I say that because I think its concern about the above discrepancies was reasonable. In addition it was her decision to add the ring to the policy as a specified valuable and so regardless of the value, it would only be covered in the limited circumstances set out in the policy including while it was being worn or carried by Miss R or a member of her household, none of which apply here.”

In response Miss R confirmed that the ring specified on her policy was in fact two separate rings, each worth less than £1,500. She sent a copy of the receipts for them. One was described as a diamond ring with 18 carat gold and the other as a diamond band with 18 carat gold.

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.

It’s not clear why Miss R chose to add a specified ring to her policy if it actually consisted of two separate rings bought individually but at the same time and those two rings were each below the £1,500 limit for unspecified items. As Miss R had referred to the specified ring in the singular when discussing the list of lost items with esure and furthermore had initially agreed the loss list, I don’t think esure treated Miss R unfairly in relying on the information originally provided by her to decline her later claim for two separate rings.

As neither party has provided information which causes me to change my provisional findings, they now form part of this final decision.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 11 November 2024.

Elizabeth Grant
Ombudsman