

The complaint

Mr G has complained about the settlement amount Aviva Insurance Limited paid when he made a claim for his lost wedding ring under his home insurance policy which he shares jointly with Mrs G.

What happened

Mr G lost his diamond wedding ring and made a claim to his insurer, Aviva.

Mr G said his ring was valued at £8,500. He says the diamond was 1 carat.

Aviva asked Mr G for proof of purchase or evidence by way of photos of the lost ring. Unfortunately, Mr G couldn't find the receipt. He provided a photo of him wearing the ring. He said this was the only photo he had.

Aviva said the photo didn't clearly show the ring to be able to say it's value was £8,500. It said it would settle the claim by paying a cash settlement of £1,550.

Mr G provided an estimate from a jewellers based on his description of the ring to the value of £8,500. But Aviva said this wasn't evidence of the value of the lost ring.

Mr G asked us to look at his complaint. One of our Investigators thought Aviva had acted reasonably, based on the information available to it.

Mr G disagrees and wants an ombudsman 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.

Mr G's policy with Aviva provided cover for specified items up to the value of £10,000.

Under their policy wording for Valuables, Aviva says;

6. Proof of value and ownership

It is your responsibility, to prove any loss. We therefore recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim."

I've looked at the document Mr G provided from a jeweller. I can understand why Aviva didn't accept this as a valuation of the lost ring. It is an estimate of a ring as Mr G has described to the jeweller, as he doesn't have evidence of the lost ring's specification. The jeweller didn't see the ring before it was lost to provide a valuation of it.

The photo provided isn't a 'close up' of the ring and so it isn't enough to evidence its detail.

This doesn't mean Aviva – or I don't believe Mr G. And I do sympathise with him as the item was clearly of great sentimental value to him. Mr G says the jeweller he bought his ring from is no longer in business, so he cannot obtain a duplicate receipt. I can see that Mr G has tried to provide enough information to Aviva to assist with his claim.

But having looked at the information available to Aviva to decide a fair settlement, there isn't enough to justify an increase in the settlement it paid. Aviva reached a settlement by relying

on its approved jewellers' valuation from the information available and offered a cash settlement.

Aviva has relied on the following policy wording to settle the claim this way:

"Settling Claims (not applicable to liability claims)

We can choose to settle your claim by

- *replacing;*
- *reinstating;*
- *repairing;*
- *payment.*

Replacement will be on a like for like basis or based on the nearest equivalent in the current market. If we can repair or replace property but agree to make a cash or voucher settlement we will only pay you what it would cost us to repair or replace it."

Mr G has asked at what stage would Aviva accept a customer's word that they have lost an item and that their claim is genuine. This isn't a question for this service to answer. Our role is to look at whether an insurer has acted reasonably and in line with the policy.

In this case I think it has. So this means I'm not asking Aviva to increase the settlement it has offered. I understand Mr G rejected it and withdrew his claim. It is for him to accept the offer and contact Aviva if he wishes.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 3 March 2025.

Geraldine Newbold
Ombudsman