

## **The complaint**

Mr V is unhappy that Accredited Insurance (Europe) Limited (“AIL”) declined his claim for his lost watch.

When I refer to what Mr V or what AIL said or did, it should be taken to include things said or done on their behalf.

## **What happened**

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

In November 2022, Mr V bought contents and buildings insurance underwritten by AIL, which included cover for his watch if it was lost while out of his home. In January 2025, after being out in a park, Mr V realised he’d lost his watch. He retraced his steps but couldn’t find it. So Mr V made a claim under his policy.

Mr V said that, over the following weeks, AIL contacted him and asked what he considered to be rude questions designed to catch him out. In February, AIL declined Mr V’s claim because he didn’t have the watch serviced in line with the policy endorsement. Unhappy with AIL’s decision, Mr V complained. AIL issued its final response dated 6 March 2025, stating that it maintained its decision. So Mr V brought his complaint to us.

Our investigator said the policy set out the requirement for Mr V to have his watch serviced every three years and he confirmed that he hadn’t done that. Therefore, our investigator didn’t think AIL had unfairly declined Mr V’s claim.

Mr V didn’t agree. He repeated his complaint that AIL had asked rude and irrelevant questions, and there’d been no need to service or repair his watch because it wasn’t broken. Because Mr V didn’t agree with our investigator, the complaint was passed to me 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.

Having done so, while I’m sorry to disappoint Mr V, I’ve decided not to uphold his complaint for broadly the same reasons as our investigator.

The Financial Conduct Authority’s rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And that they mustn’t turn down claims unreasonably. My role is to look at how AIL handled Mr V’s claim and to decide, based on the evidence, rules, and balance of probability, whether it was fair and reasonable in the circumstances.

The policy sets out the detail of the contract between Mr V and AIL. While Mr V had cover for his watch if it was lost while he’d been wearing it, other conditions applied. The policy schedule shows that Mr V had listed his watch at a value of £6,000 as a specified item, covered away from the home. The schedule also states the following:

*Endorsement(s) that apply to this policy*

*Jewellery items and watches worth more than £4,000 - inspection required*

*We will not pay for the loss of the following items shown on the schedule that have a replacement value of £4,000 or more:*

*1. watch*

*unless... the clasps of the watches... are examined by a competent jeweller once every three years and any necessary repairs carried out.*

*Jewellery item more than £4,000 - valuation required*

*If you make a claim for any watch... shown on the schedule with a replacement value of £4,000 or more, you must provide a professional UK valuation from within the last three years.*

*We will not pay your claim, or the amount of the claim may be reduced, if you do not provide the proof we ask for.*

Mr V confirmed that he did not have his watch serviced within the three years before it was lost. While I understand that he may not have felt the need to service a watch which wasn't broken, it is a clear condition of cover. Indeed, the policy states that it is, in part, to check the condition of the clasp. As Mr V lost the watch while wearing it out in the park, it's entirely possible that it was because the clasp came undone or broke. A service in line with the policy may have prevented this, which is likely the risk that AIL was trying to minimise with its servicing requirement.

Given the clear requirements, I'm satisfied that AIL declined the claim in line with the policy terms and conditions.

Even though AIL declined the claim in line with the policy endorsement, I've thought about whether it was fair in the circumstances. Looking at the information Mr V provided, I haven't seen anything to suggest that there were unusual circumstances that prevented Mr V from meeting the policy conditions. He provided a copy of his policy, and it would've been his responsibility to read the documents, so I'm satisfied that he would've been aware of the endorsement.

I've thought carefully about whether the three-year servicing requirement was only to run from the date Mr V bought the policy. But I don't think it was. That's because each time the policy renewed, the date would've reset, effectively making it a pointless condition. So, when Mr V bought the policy, I'm satisfied that he ought to have maintained a three-year servicing schedule.

I've looked at the questions AIL asked Mr V when he made his claim. While Mr V found them irrelevant and rude, I don't find that AIL did anything wrong. It asked questions to establish the overall circumstances, which is something all insurers do. While I appreciate the questions may have seemed unusual to Mr V, I don't think AIL asked anything that was intended to cause upset. As AIL declined the claim based on a strict failure to meet a policy condition, I don't think the questions it asked contributed to the decline.

Overall, based on the evidence, I find that AIL declined Mr V's claim in line with the policy terms and conditions, and the relevant endorsement as set out in its response. There's nothing in the evidence to suggest that AIL's decision was unfair, so there's nothing for it to

put right and I see no reason to ask it to pay Mr V any compensation.

**My final decision**

For the reasons I've given, my final decision is that I don't uphold Mr V's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 15 October 2025.

Debra Vaughan  
**Ombudsman**