

The complaint

Mr C complains about Aviva Insurance Limited (“Aviva”) about the decision to decline cover for his watch, when it was stolen. He wants Aviva to cover the loss.

What happened

Mr C holds high net worth insurance, on the basis of covering ‘all risks’. He had a number of high value possessions, including a watch, valued at £55,000.

Mr C used a broker, H, to arrange his insurance and to discuss his needs.

Mr C previously held insurance with a different company. This company was acquired by Aviva in 2023, and Mr C’s 2023 renewal was offered to him underwritten by Aviva.

In May 2023, Mr C placed his watch with a seller, on consignment. At that time, his insurance was with the previous underwriter. Mr C advises that he spoke to his broker, H, at the time of putting the watch up for sale and told H that it was now being kept in a safe at the seller’s premises.

Mr C states that H assured him that it would still be covered. Mr C understood that to mean that it would be covered under his own policy, potentially in addition to any insurance held by the seller.

In August 2023, H quoted Mr C for his policy renewal. They provided two quotes, one including the watch, and one not including the watch.

Mr C elected to go ahead with the cover which included the watch. This began his cover with Aviva. The policy documents were sent to Mr C.

In December 2023, the third-party seller advised Mr C that the watch had been sold and that he was transferring sale funds to Mr C’s bank.

Those funds did not arrive, and in January 2024, Mr C obtained a statutory demand for the sale proceeds. The matter was referred to police.

A claim was submitted to Aviva. Aviva treated the loss date as 22/01/2024, when the statutory demand was served on the seller.

Aviva declined the claim. It pointed to a warrant in the policy schedule which set out:

“Jewellery and Watches - Personal Custody Clause

This clause applies to the following section(s)

PARTIV - Buildings, contents, pedal cycles and collections

We do not cover loss of or damage to individual items of jewellery and Watches valued at or over £30,000 unless such items are:

a) being worn by you at the time of such loss or damage;

b) being carried by hand by you, or under your personal supervision in a room that you are occupying at the time of such loss or damage;

c) deposited in a bank or locked safe approved by us, or while you are staying at a hotel or motel, when such items are kept in the principal safe of the hotel or motel, not the room safe at the time of such loss or damage;

d) contained in any luggage, baggage or bag which is being carried by you, is in your personal custody and under your personal supervision at the time of such loss or damage.”

As the watch was valued at more than £30,000 at the time of loss, and it was not under the personal control of Mr C at the time of loss, Aviva was satisfied that the exclusion applied.

Mr C complained, via H. H sent a final response letter in August 2024. It gave a different account of the calls between Mr C and H, and did not uphold Mr C's complaint.

Mr C was unhappy and contacted us.

One of our investigators has looked into this matter and it was set up against Aviva, as Aviva was the insurer at the time of the claim. They did not consider that the complaint ought to be upheld as the policy terms were clear, and they had not seen evidence that Aviva had agreed to extend cover to the watch being kept in the seller's safe.

Mr C did not accept that view and asked for an ombudsman review.

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.

Firstly, I have great sympathy here for Mr C. He has clearly placed his trust in the seller, and also in his own insurance arrangements, and he took precautions to avoid being in the position of loss. To then suffer such a large loss, of an investment, must be extremely distressing.

Mr C has explained the background to this matter, and through the changing of insurers there are a number of parties involved here: the original insurer, who underwrote Mr C's policy until August 2023, H, who brokered Mr C's policy cover up to and including August 2023, and a further third party who administered claims on behalf of the first insurer.

There has been a lot of information given to Mr H, from a range of sources, and the complexities about which insurer was responsible at the time of loss, and when that loss was, must also add to the stress this matter will have caused.

I have reviewed the complaint, as it is made out against Aviva, as the insurer of the policy after August 2023, and I agree with my colleague's findings that there is no evidence available showing that Aviva did anything wrong. I therefore do not uphold this complaint about Aviva.

Aviva offered quotes, via H, in August 2023. It quoted for both cover including the watch and not including the watch. I can therefore understand why Mr C would have believed from this that Aviva was quoting in the full knowledge and agreement of the watch being held elsewhere than his home.

Unfortunately I cannot see that this was the case, and the information which became the basis of cover is the quote taken up, and the policy schedule and wording, including any exclusions and warnings that were included in that documentation.

In this case, the policy schedule included the warning about jewellery, and that watches or jewellery exceeding £30,000 needed to be kept under personal control, or in an approved safe.

I consider that this wording is clear and applied to Mr C's watch. I have not seen evidence that Aviva agreed to the keeping of the watch in the seller's safe.

Consequently, I agree with my colleague that Aviva was not acting unreasonably when it relied on the exclusion and when it declined the claim.

I appreciate that this will be very disappointing to Mr C, and I sympathise greatly, but for this reason I do not uphold this complaint.

My final decision

For the reasons given above, I do not uphold Mr C's complaint and do not ask Aviva Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 October 2025.

Laura Garvin-Smith
Ombudsman