

The complaint

Ms B complains about the settlement of her contents insurance claim by Aviva Insurance Limited ('Aviva').

What happened

The background to this complaint is well known to Ms B and Aviva. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Ms B made a claim on her contents insurance policy following a burglary at her home in September 2024. Aviva accepted the claim and partially settled it. As part of full claim validation, they asked for further information regarding a number of designer handbags. Ms B explained that she'd bought them at heavily discounted prices online, via a well-known marketplace, over several years. Aviva weren't satisfied that Ms B had proven her loss and offered claim settlement of £773.01 for the disputed items.

A complaint was made as Ms B was unhappy with the settlement offered. Aviva didn't uphold that complaint and Ms B referred it to our Service for an independent review. Our Investigator considered the complaint, but didn't recommend that it be upheld. As the dispute remains unresolved, it's been referred to me for a final decision.

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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

I'm very sorry to hear about Ms B's health circumstances and the impact this claim and complaint have had on her.

The scope of this decision

My role in this dispute is to decide if, on balance, Aviva have fairly considered this claim in line with the policy terms before offering claim settlement. The remaining part of the complaint in dispute is the settlement offered for several handbags. My decision will focus on that, and not any other part of the settlement.

Ms B has referred to our approach to these types of disputes and published information on our website. The examples Ms B has shared relate to proving ownership of disputed items. Here, it's not in dispute that Ms B legitimately purchased the items.

My key findings

The first part of any insurance claim is the policy holder (Ms B) has to reasonably show that she has suffered an insured loss covered by the policy. If she can, the onus then passes to Aviva to either settle the claim or show that a relevant policy exclusion or limitation applies that either limits their claim outlay or allows them to fairly decline the claim in line with the policy terms.

It's not in dispute that a loss event occurred here in which Ms B had an insurable interest. But as part of their claim validation, Aviva asked Ms B for more information about several designer handbags that she'd purchased online over a number of years. This was in keeping with the policy terms;

*"...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.*

See also General conditions section of this Policy Booklet..."

I find Aviva's enquiries were reasonable as part of claim validation – given the very low price Ms B paid for each item relative to their usual market value. For example, Ms B had paid around 10% of the normal retail value for some of the items. I accept that buying pre-owned items can lead to discounts, but the items in dispute lacked any supporting evidence that they were genuine, authentic designer bags and not cheaper imitation items. I find that Aviva's questioning of the authenticity of the bags to be fair and proportionate.

Ms B has recently provided an online obtained 'authenticity' certificate for another bag that wasn't stolen. I'm not persuaded that this evidence changes anything, as it's not one of the stolen items. It's well known that the marketplace Ms B purchased the bags from does indeed sell genuine designer good - often at discounted prices, but it's also well known that there is little to no regulation over what sellers can advertise as genuine. My point is; the bag that wasn't stolen may well have been bought at a discounted price and *is* genuine. But Ms B has been unable to show the same for the stolen items.

Ms B told us in September 2025 that she was in the process of requesting original photos from the online marketplace to pass to a third-party authentication service. To date, no further evidence has been provided, but Ms B would need to share any further evidence with Aviva in the first instance for their consideration.

Summary

Based on the available evidence, I find that Aviva have fairly considered and offered settlement in line with the policy terms.

Whilst this policy is an indemnity policy, in the specifics of the complaint, I find it was fair of Aviva to only offer settlement for the disputed items based on what Ms B paid instead of the normal retail value of the handbags.

My decision will disappoint Ms B, but it ends our Service's involvement in trying to informally resolve this dispute between her and Aviva.

My understanding is Aviva made a settlement offer to Ms B, which she rejected. For completeness, this decision includes a direction to pay the earlier settlement offered (£873.01), unless further information has come to light since our Service's involvement that would allow Aviva to fairly decline this claim.

In the specific circumstances of this complaint, I don't find that interest needs to be added to the settlement. This is because I'm satisfied Aviva made a fair offer as a cash settlement and Ms B chose to dispute it further: *"Confirmed instead of not accepting the POP at all we would be happy to pay out at the values she paid for them which would be the £723.01 I understand she wont accept this"*, and later *"...which brings the total to £873.01, again, we can only offer this cost as the cash settlement."*

Putting things right

Aviva Insurance Limited need to pay the claim settlement they'd previously offered.

My final decision

Aviva Insurance Limited has already made an offer to pay £873.01 to settle the complaint and I think this offer is fair in all the circumstances.

So my final decision is that Aviva Insurance Limited should pay Ms B £873.01.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 5 January 2026.

Daniel O'Shea
Ombudsman