

The complaint

Mrs M complains about the decline of her contents insurance claim by Aviva Insurance Limited.

Much of Mrs M's dissatisfaction is related to the actions of agents that were appointed by Aviva. As Aviva have accepted responsibility for those agent's actions, in my decision any reference to Aviva can be interpreted as also covering the actions of those appointed agents.

What happened

The background to this complaint is well known to both Mrs M 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.

Mrs M had a longstanding home and contents insurance policy with Aviva. She had several high value named items on the policy, including items of jewellery. In January 2023, Mrs M was abroad and lost one of the named items – a ring, listed as having a value of over £100,000 on the policy. Mrs M made a claim on the contents part of her cover.

Aviva investigated the claim and ultimately declined it – as they said the loss hadn't been proven and there were too many inconsistencies in Mrs M's account of how the loss had occurred. Mrs M raised a complaint about the decline and as she remained unhappy with Aviva's response, she referred her complaint to our Service for an independent review.

Our Investigator considered the complaint and 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.

The scope of my decision

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.

It's not the role of our Service to investigate the circumstances of the loss/theft or whether the claim is genuine or not. My role here is to decide if, on balance, Aviva have fairly and reasonably considered the claim in line with the policy terms when reaching their claim decision.

In this decision, I'm not considering the actions of any broker that Mrs M has referred to, only the actions of Aviva when responding to this claim. If Mrs M is dissatisfied with a broker,

she'd first need to raise that issue with them before our Service could investigate any other complaint.

My key findings

The starting point with any insurance claim is the insured party (Mrs M) must show that she's suffered a loss in which she held an insurable interest. Mrs M also must demonstrate (within reason) that the circumstances of the claim event (the ring becoming lost/stolen) are as described. If she can, the onus then passes to the insurer (Aviva) to consider the claim and either settle it, or show that a policy limit or exclusion applies that limits their outlay, or allows them to decline the claim.

Aviva told Mrs M about the concerns relating to her claim on 27 December 2024:

"...we briefly summarise the concerns as:

- There are several inconsistent presented versions of the account of the alleged discovery of the loss*
- There are several inconsistent presented versions of your actions immediately after the alleged discovery of the loss*
- There are inconsistencies in your account of information you provided to the police*
- There are inconsistencies in your account of liaising with staff at [hotel name redacted by Ombudsman]*
- There are inconsistencies in the items' provenance and the jeweller you stated had supplied the ring has informed us that he did not*
- No valuation for the item the subject of this claim exists*
- No proof of quality or materials exists, including certificates..."*

Mrs M was given an opportunity to respond, and in their final response letter Aviva told her:

"We have too many inconsistencies with the account of what happened at the time of the loss and immediately after it. We also have not been supplied with documentation that fully supports that the ring lost in India is that specified on the policy. Therefore, your loss has not been definitively proven."

Having carefully considered the evidence in this complaint, I don't uphold Mrs M's complaint. I say this for the following main reasons:

- Mrs M must show that the loss of a possession in which she had an insurable interest has occurred. Mrs M has provided varying accounts of how the ring became lost/how she realised it was lost. Aviva have carried out a thorough claim validation process that extended beyond the UK, as they made relevant enquiries overseas too. Based on the claim value of the item that was being claimed for, I find this was fair and proportionate. Of course, this meant the overall time taken for a claim decision was longer than either party would've liked, but I haven't found any significant avoidable delays that Aviva are responsible for.

When I've factored in what Mrs M has told us about her age-related vulnerabilities, there are still major discrepancies in the differing accounts given to Aviva at various points. There were other unusual aspects to this claim - such as when it was reported to the police and the hotel Mrs M says she was staying at.

- I'm satisfied that Aviva's concerns (the existence of this ring, its' value and how it became lost) were justified.

I'm also satisfied that Mrs M was given adequate opportunity to clear up the inconsistencies - but she's been unable to satisfactorily do so. I find that Aviva have

fairly investigated and considered the claim when attempting to validate it and have fairly declined the claim in line with the policy terms - based on the available evidence.

Summary

The evidence available to me doesn't support Mrs M's position or undermine the actions taken by Aviva as being unfair. Instead, the evidence supports that Aviva raised legitimate concerns about the claim – primarily Mrs M having an insurable interest in the ring and how the loss occurred.

Based on the available evidence - including the recent submissions she made in August 2025 which our Investigator shared with Aviva, Mrs M has been unable to satisfactorily resolve Aviva's concerns about the claim, it follows that I find they acted fairly and in line with the policy terms when declining the claim. I don't seek to interfere with their actions.

My decision will naturally disappoint Mrs M, but it ends our Service's involvement in trying to informally resolve her dispute with Aviva. Both parties should note that although my decision is final, it's final based on the current available evidence. Should Mrs M obtain further information or evidence that supports her claim, she'd first need to present that to Aviva for their consideration.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 10 November 2025.

Daniel O'Shea
Ombudsman