

The complaint

Mr B was unhappy with the settlement offer he received from Aviva Insurance Limited (“Aviva”) when he lost an item of jewellery away from his home. Aviva were providing a home insurance policy.

What happened

Mr B lost a piece of jewellery whilst he was away from the home.

Aviva reviewed and validated the claim. It asked for information to substantiate the loss claimed for, including proof of purchase and photographs. Aviva accepted the claim, but the settlement offer was less than the £4,500 Mr B said he’d paid for the item.

Aviva said it couldn’t support a settlement that met Mr B’s expectations. It couldn’t substantiate that the item of jewellery lost contained diamonds, as Mr B had claimed.

Mr B was unhappy with the offer and wants his claim paid in full to £4,500.

Our investigator decided not to uphold the complaint. She thought Aviva had offered to settle the claim fairly and in line with the policy terms and conditions. Mr B disagreed, so the case has been referred to an ombudsman.

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, I don’t uphold this complaint. I know this will be disappointing for Mr B, so I’ll outline my reasoning for reaching this decision.

Aviva offered a settlement for the lost jewellery based upon a valuation provided by an independent jewellery expert. The expert valued the item based upon the photograph of the item which was provided by Mr B. The expert’s valuation was based on the item being 9ct gold, with stones made from a “*cubic zirconia*” (CZ) material.

Mr B was unhappy as he said the stones within the lost bracelet were diamonds, so Aviva’s settlement was unfair.

Aviva said: *“Given the available documentation, there is no basis for me to request a reassessment of this valuation. Your policy clearly outlines in the General Conditions section that for high-value items, we require substantial proof of ownership and value to support a claim.*

While I understand that you trusted the seller and [we] do not doubt your account, we must rely on verifiable evidence to process claims. In this case, the lack of a formal receipt and the uncertainty about the bracelet’s composition mean we are unable to confirm the item as described”.

Aviva shared the relevant policy definition, which stated *“To help us settle your claim, it is your responsibility to prove any loss and therefore we may ask you to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance we may require to help with your claim”*.

I've considered the verification process Aviva used.

Mr B provided a hand-written receipt for the purchase of the item of jewellery. The receipt described the item as *“9ct gold heavy link and diamond set, bracelet weight – 62g, sold for £4,500 cash”*. Mr B was unhappy Aviva didn't rely on this evidence, so I've looked at why Aviva took this approach.

Aviva explained to Mr B:

“As part of the terms and conditions of your policy, you are required to prove your loss. This includes providing adequate evidence to confirm the items being claimed for are authentic. This is why we ask policy holders to provide proof of purchase, such as a receipt or invoice. Unfortunately, the handwritten piece of paper you have provided is not sufficient for us to accept as proof of purchase for an authentic diamond. It is not official, headed paper and contains no verifiable information. There is nothing to confirm to us that this was sold from a reputable, authentic jeweller. We have also tried searching online for jewellers, name X in the XYZ area but couldn't find anything matching those details.

As you have stated, it is not possible to determine a diamond from a CZ from a photo alone. This is why we ask that policy holders provide additional evidence to substantiate the items being claimed for. We cannot provide settlement for high value items such as diamond jewellery without the adequate documentation to confirm it is genuine.

We cannot comment on the honesty of the seller, we can only work from the documents presented to us. As it stands, we only have an unbranded, handwritten note from an unverifiable source.

I appreciate that you are satisfied the purchase was genuine as you checked for the hallmark on the bracelet. However, as the bracelet is missing, this option is not available to us, which is why we rely on supporting documentation.

Ultimately, based on the documents provided and the expert knowledge of our supplier, we cannot confirm that it is a diamond. As such, any settlement offer would be for a CZ”.

I think Aviva's approach is reasonable. I say this because Aviva have not just dismissed the receipt provided by Mr B. Aviva did try and validate the business that was stated on the handwritten receipt, and it couldn't. It couldn't find any jewellery business matching that named in the receipt. I appreciate Mr B has said the seller wasn't a jeweller but just a *“normal working businessman”*. However, I think it's fair for Aviva to need to see the sale was completed by a reputable jeweller before accepting the handwritten receipt. I haven't seen any further evidence provided by Mr B that helps to support the validation of the receipt or the business itself, or confirms the stones were diamond.

Additionally, I see Aviva asked Mr B for evidence of withdrawing a large sum of money from his bank. I appreciate Mr B has said he had the money from the business he runs, so didn't need to withdraw money. However, I think this provides further evidence Aviva has done what it can try and do to validate the purchase, before deciding on the settlement offer.

I think Aviva has provided a fair settlement based upon the information provided. I think Aviva has been fair not to settle the claim based on the stones in the bracelet being diamonds. I think for such a high value item, Aviva has been reasonable in expecting more substantial proof. As it hasn't been able to validate diamonds, it has relied on the valuation from an independent expert who has based the valuation on a common material used in these kinds of bracelets.

It is a policyholder's responsibility to prove any loss, so whilst I appreciate Mr B has tried to verify the value of his bracelet. I don't think he has been able to do that in a way that Aviva could reasonably rely on. Therefore, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Aviva Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 February 2026.

Pete Averill
Ombudsman