

The complaint

Mrs W is unhappy that Aviva Insurance Limited has declined her valuables insurance claim for a lost bracelet.

What happened

The parties are familiar with the background to this complaint, so I don't intend to set it out in detail here. In summary, Mrs W lost her bracelet whilst out walking. She claimed on her valuables insurance policy which was insured by Aviva. Aviva considered the claim but declined to pay it, relying on an endorsement to the policy that provides as follows:

“LOSS COVER EXCLUDED

During the Period of Insurance claims resulting from loss are not covered unless:

- a. Jewellery and Watches have been purchased or acquired by You no more than 60 days prior to inception of the policy; or*
- b. Where You have owned the Jewellery and Watch items for more than 60 days, You have arranged insurance for them covering the previous 60 days before the inception of the Policy and can provide evidence of such insurance if required by Us”*

Mrs W has been able to provide a screenshot showing that her husband had home insurance cover with another insurer in the 60 days prior to the Aviva policy commencing. But despite being repeatedly asked for a copy of the schedule for that insurance showing what cover was in place, and that this included her bracelet, no further information has been provided.

Our investigator initially recommended that Mrs W's complaint be upheld as she was satisfied that the wording of the endorsement didn't specify what level of cover was needed for the bracelet, just that it needed to have been insured. But she later changed her mind, when Mrs W was unable to provide details of the previous insurance sufficient to even show a minimum level of cover for the relevant item.

Mrs W didn't agree and requested an Ombudsman's 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.

I'm sorry to disappoint Mrs W, but I agree with our investigator that her complaint shouldn't be upheld. I'll explain why.

Insurance policies, like that provided by Aviva for Mrs W's valuables, are generally subject to terms and conditions that need to be satisfied before an insurer is required to settle the claim. Here Aviva have referred us to the above endorsement which applies to the loss for which Mrs W is claiming. The applicability of this endorsement was set out on her policy

schedule.

I have no reason to doubt that Mrs W has lost her bracelet in the manner described. But it's not unfair or unreasonable for Aviva to have asked for the information it has in order to determine if the terms of the policy require it to pay out.

Like our investigator found in her first view, I think that Aviva's agent's interpretation of the endorsement - that it requires that Mrs W show she had 'out and about cover' for the bracelet - is incorrect.

Mrs W's bracelet was one of the *Jewellery and Watch* items specified in her insurance schedule. There were also some watches and a necklace named. But it's only the bracelet that's being claimed for, and whilst the endorsement uses the term '*them*' when referring to the Jewellery and Watches, it's only the bracelet that I think she fairly and reasonably needs to show was insured under another policy in the 60 days before this one was taken out.

It's also important to note that the endorsement does not specify what level of insurance cover Mrs W needed to have, and I consider it a step too far to reasonably interpret that endorsement to require that she had equivalent cover for the bracelet to that which she had under the Aviva policy. That said, she does need to show it was insured.

Mrs W has unfortunately not been able to provide a copy of the insurance schedule for her husband's home contents policy - that policy may well have provided cover for her bracelet in the 60 days prior to the Aviva policy commencing. The screenshot showing cover in place with another insurer doesn't specify what items were covered. So, what we have at the moment is not sufficient.

It may be that jewellery, like Mrs W's bracelet, would have been included under the valuable items section of that previous policy. Or indeed cover may not have been in place at all, given Mrs W's bracelet may have been worth more than the applicable single item limit and so may need to have been individually specified on the policy. But if it was covered, even if only in part, I would expect Aviva to consider carefully whether this in fact still complied with the terms of the endorsement. Despite asking Mrs W a number of times, Aviva has been unable to determine this, given Mrs W hasn't provided the relevant schedule of insurance and policy terms for her husband's old policy.

So, like our investigator, I've found that Aviva hasn't acted unfairly or unreasonably in requesting details of the previous cover before it's in a position to consider her claim for payment. If Mrs W is able to provide those details, then I would expect Aviva to reconsider her claim again in accordance with the terms of the policy, taking account of what I've said above.

In reviewing our file, I note that Mrs W may have recently renewed the valuables insurance policy for the coming year. That policy still appears to have Mrs W's bracelet on it as a specified item, for which she is no doubt paying a proportion of the annual premium. She may want to take this up with the policy administrator to ensure that she's not paying to insure something that she no longer has.

My final decision

It's my final decision that I don't uphold Mrs W's complaint, and I won't be requiring Aviva Insurance Limited to do anything more at this time.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 11 November 2025.

James Kennard
Ombudsman