

## **The complaint**

Mr and Mrs D complain about Aviva Insurance Limited's handling of their claim for a lost ring.

Mr D had buildings and contents insurance underwritten by Aviva. As the policy was in his name, I'll refer to Mr D throughout. Reference to Aviva's actions includes those of its agents.

## **What happened**

The details of what happened are well known to both parties. I will summarise them here.

- Mrs D lost her ring and Mr D made a claim to Aviva through his contents insurance policy.
- The ring was purchased in the 1960's and both parties concede there isn't much evidence as to its value. Mr and Mrs D provided a valuation for a replacement they saw as similar, which was approximately £2,700.
- Aviva assessed the value of the ring and concluded it was £2,000. They offered a replacement through their chosen provider, up to this amount. They said this was in line with the policy terms and conditions. Mr and Mrs D weren't happy with the chosen provider, so Aviva offered £1,400 in the form of a voucher instead (or £1,320 cash).

Unhappy with the amount and the method of settlement, Mr D brought a complaint to our Service. He said health issues meant it wasn't possible to access the jewellers chosen by Aviva. So, he was restricted to taking the less voucher amount, which he said was not enough to obtain a replacement ring for his wife.

Our Investigator looked at it and felt that the £2,000 valuation was fair but that the settlement should be made through a voucher, that Mr and Mrs D could redeem at a local jeweller.

Mr and Mrs D seemed to accept this, but Aviva did not. Amongst their points in reply, they said they were entitled to settle through their chosen provider and were acting fairly in offering £1,400. Which they said Mr and Mrs D had initially accepted.

As no agreement was reached, the case has been passed to me to decide.

## **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 agree with the outcome reached by the Investigator, and I will explain why.

Whilst Mr D seemed unhappy initially with the £2,000 claim value decided by Aviva, I believe he is now satisfied with that amount. I have reviewed it and in the absence of any evidence to the contrary, I find that Aviva's internal assessment and valuation of £2,000 to be fair. Mr and Mrs D provided a valuation for a similar ring, but that didn't persuade me that the valuation Aviva had made was unfair, as it wasn't an exact match.

Mr D's policy provides for Aviva to settle as they wish, through "*replacing; reinstating; repairing; payment*". It also says if they "*agree to make a cash or voucher settlement we will only pay you what it would cost us to repair or replace it*". The terms of the policy therefore allow for Aviva to pay Mr D a voucher or cash settlement, only to the value it would cost them through their provider.

However, in this case I don't think that would be fair. Firstly, we have been provided with no evidence that it would cost Aviva £1,400 (or the lesser cash valuation) through their provider. Secondly, I am satisfied that Mr and Mrs D were not provided with sufficient options considering their health issues. The nearest jeweller through Aviva's chosen provider was approximately 17 miles away and it wasn't reasonable to expect them to make that journey due to their current circumstances. Whilst an online option was later offered (fairly) this took some months and Mr and Mrs D had understandably already used the £1,200 voucher as a deposit at their local jeweller.

Whilst I appreciate Aviva's point that Mr and Mrs D seemed happy initially to accept the lower voucher amount, they later decided this wasn't sufficient. Which they are entitled to do.

Mr D has asked for compensation on the case to be added, considering the time that has been taken and what he considers to be delays. Whilst I agree with him that things could have been done quicker, that is a consideration in asking for Aviva to redress him fairly through a gem voucher for higher than the policy says will be paid. I think this fairly redresses Mr and Mrs D and I don't think it is appropriate to award more in this case.

In summary, Aviva should have offered Mr and Mrs D fairer options from the beginning. It took several months to offer an online viewing. They understandably have spent the voucher they have been provided with, which restricts them to the local jeweller. Therefore, in this case, I think it would be fair for Aviva to settle the claim at the full £2,000 claim value.

### **Putting things right**

To put things right, Aviva Insurance Limited should:

- Pay Mr and Mrs D a further £600 in the form of a gem card. So, they can redeem it at the jewellers where they have already paid a deposit. This is the £2,000 claim valuation less £200 excess and less £1,200 already paid.

### **My final decision**

I uphold this complaint against Aviva Insurance Limited and require them to put things right as I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 January 2026.

Yoni Smith  
**Ombudsman**