

The complaint

Mr and Mrs G complained that Aviva Insurance Limited (“Aviva”) unfairly declined part of their claim for stolen jewellery under their home contents policy.

What happened

Mr and Mrs G had items stolen from their home, including expensive jewellery that was itemised on their policy schedule (a wedding ring and engagement ring). The items were stolen by an operative who was fumigating their home.

Mr and Mrs G reported the theft to the Police and the operative was arrested. Unfortunately, there was no sign of the stolen goods.

Aviva validated the claim and settled most of it. However, it decided not to cover the engagement ring, which was the most expensive item stolen. It said Mr and Mrs G had not met the “*Valuables Protection Condition*” which stated – “*It is a condition of this policy that this item of the PERSONAL BELONGINGS SECTION is worn or carried by you or, whilst in your home or temporary residence, kept in a room in which you are present*”.

Mr and Mrs G thought this was unfair. They said they were in the room at the time of the theft. They also said the engagement ring and the wedding ring were in the same box. So, thought it was unfair Aviva covered the wedding ring and not the engagement ring.

Our investigator decided not to uphold the complaint. She thought Aviva had been fair in not covering the engagement ring. She thought Aviva had been reasonable in saying the valuables protection condition hadn’t been met. Mr and Mrs G 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 reviewed the policy documents I can confirm there is a condition in the policy that requires Mr and Mrs G to be wearing / carrying the personal belongings at all times or to keep them in the same room as them. This is a common term designed for jewellery, as it’s normal to wear the jewellery most of the time or to take it off briefly for practical jobs such as cleaning and washing.

Insurers add terms like these to limit its liability for high risk items and in doing so it makes its policy more affordable to consumers. So, I’ve considered whether Aviva has been fair in saying this condition hasn’t been met.

I think the testimony is clear that Mr and Mrs G weren’t wearing the jewellery at the time of the theft. However, Aviva believes there is evidence Mr and Mrs G weren’t in the room with the operative when the items were stolen from the house. In other words, Aviva didn’t think Mr and Mrs G were meeting the special condition of the policy.

Aviva appointed contractors to investigate the circumstances of the theft and they interviewed Mr and Mrs G, and they identified several areas of concern:

- Unlikely so many items could be stolen without been noticed if Mr and Mrs G had been present in the room
- Unlikely Mr and Mrs G would want to be in a room that was been fumigated
- Mr and Mrs G didn't look to wear rings at a BBQ after the incident
- Rings weren't worn for four days after incident until it was noticed another item had been stolen.

I appreciate Mr and Mrs G updated the Police to notify they were in the room at the appointed theft. They have also argued against these points. However, I think Aviva's investigation has identified several concerns which show it's unlikely on balance that Mr and Mrs G were meeting the condition of the policy. i.e. keep the rings under close supervision to avoid risk of theft.

Therefore, on balance, I think Aviva has been fair to decline the claim for the engagement ring. I note that Aviva has paid for the wedding ring and other items, which I think is fair in the circumstances. However, as I don't think Aviva has done anything wrong, 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 G and Mrs G to accept or reject my decision before 19 March 2024.

Pete Averill
Ombudsman