

The complaint

Mr I complains that Chubb European Group SE (“Chubb”) declined a claim he made on his insurance policy.

What happened

In October 2021 Mr I purchased a Rolex watch from a high street store. He also purchased an insurance policy to cover the watch for such things as loss and damage; the policy cost around £1,000.

In October 2022 he reported the watch stolen to the store he purchased it from. He also reported it to the police who gave him a crime reference number.

Mr I says his insurance claim was declined. Even though he was told he was covered for accidental damage, loss, and theft. Mr I says he is out of pocket for over £7,000 for the watch, plus over £1,000 for the insurance policy.

Mr I wants Chubb to refund the policy premiums and to replace the watch. Because Mr I wasn't happy he complained.

Chubb said when Mr I reported the watch stolen he completed a claim form. And in the claim form he said his, *'ex-wife took the watch without consent along with other personal belongings.'* Chubb said the policy doesn't cover the disappearance of the insured item in circumstances that do not involve theft. The policy also doesn't cover theft from a building, unless the building is occupied or secured, and the insured item is stolen by someone who has entered the building unlawfully. Chubb said the claim form was signed by Mr I to declare he understood that the answers to the questions would be the basis of consideration for the claim. So Mr I's complaint wasn't upheld.

Mr I referred his complaint to this service. One of our investigator's looked into things for him but she didn't uphold the complaint. She said there was no evidence to suggest anyone entered the building unlawfully, and so Chubb had declined the claim correctly and within the terms and conditions of the policy.

Mr I didn't agree so the complaint has come 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.

Firstly, I'm genuinely sorry that Mr I has suffered this loss. I can't imagine how upsetting it would have been for him to find his watch was missing. And I can see he's in a difficult position.

Mr I's jewellery insurance policy covers loss or damage arising from certain situations including, but not limited to, theft.

My role isn't to determine whether or not a theft occurred. My role here is to look at whether Chubb's declination of the claim was fair and in line with the terms of the policy. I have read the policy terms to understand the cover provided

The relevant clause in the terms is in the section 'what is not covered by this policy, *"theft: from a building (unless the building is occupied or secured, and your insured item is stolen by someone who has entered the building unlawfully)"*.

Theft is defined as, *"your insured item being taken unlawfully from you or from anyone using or storing your insured item with your permission."*

I have considered whether there was an insured event which would be covered under the policy. In doing so I've started from the general principle that where a policyholder makes a claim for loss, the onus in the first instance is for them to show there's been an insured event. In this case, Mr I needs to show that, on balance, a theft has occurred. Since Chubb isn't satisfied he's done so, it declined the claim.

Mr I's evidence at the time the claim was reported was that, following a domestic dispute, he left his house on 31 January 2022 and didn't return. His watch and various other high value items went missing from his home, where his ex-wife still lived, sometime between January 2022 and October 2022.

In order for Mr I to receive a payment under the policy he will need to show that the house was entered unlawfully. But there is nothing to substantiate that. It isn't definitively known if the watch was stolen, by whom, or when this happened. And in the absence of any evidence I can't say it's fair to ask Chubb to pay the claim. And I can't say it's unreasonable for Chubb to decline the claim on that basis.

The policy also says it doesn't cover the item in certain circumstances, specifically, *"the disappearance of your insured item in circumstances that do not involve theft and you are unable to recover it."*

Mr I left his house in January 2022 and the theft wasn't reported until October 2022. I understand the circumstances Mr I was in at the time, and I don't doubt his honesty and sincerity in reporting what happened. But it is for the person making the claim to show an insured event has occurred and I haven't seen anything that persuades me that it did.

The information provided to Chubb to support the claim has been limited. As Mr I didn't return home between January 2022 and October 2022 he has no clear account of what happened and when. Whilst Mr I reported the matter to the police, from what I've seen, no action was pursued by them.

Mr I insists he didn't tell the insurer his ex-wife took the watch at the outset of the claim. But whether he did or didn't isn't the issue here. The issue is there is no evidence an insured event has taken place.

I'm very sorry that Mr I no longer has his watch. I know it was expensive and also had sentimental value. So I appreciate how disappointed he will be by my decision. But from what I've seen, he hasn't shown that, on balance, a theft occurred. I don't think it was unfair for Chubb to conclude there is insufficient evidence to show an insured event took place.

My final decision

For the reasons explained above I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 30 August 2023.

Kiran Clair
Ombudsman