

The complaint

Mr B complains about Covea Insurance PLC (Covea) who declined part of his claim under his home insurance policy.

What happened

Mr B made a claim following a break in at his home, whilst he was away. Several items of jewellery and clothes were taken. Covea accepted the claim but asked Mr B for proof of purchase (POP) in line with the policy's terms and conditions.

Mr B was able to send in two receipts for two items of clothing. But for the remaining items he didn't have any receipts or other proof of ownership. Regarding the jewellery, Mr B said that it had been inherited and although he provided photos of 10 boxes of jewellery, he was unable to provide anything further.

Covea declined to make settlement on everything apart from the two items of clothing, that Mr B had POP for. So, Mr B complained. In its final response, Covea maintained its position, that as Mr B had failed to provide any or a sufficient form of POP, it was unable to increase the settlement offer.

As Mr B was given his referral rights, he referred a complaint to our service. One of our investigators considered the complaint and partially upheld it. She said that it was unreasonable that Covea sought POP for clothes, that were everyday items. Mr B was able to provide proof of the retail cost of the items that were stolen, as well as providing proof of the theft. Her view regarding the jewellery was the photos of empty jewellery boxes wasn't enough to support proof of ownership or to identify the jewellery that was being claimed for. She said that Covea asked for alternative evidence to support proof of ownership, which was reasonable. So, she recommended that Covea settle the claim for the outstanding stolen clothes.

Ultimately Covea accepted the view, Mr B did not, he felt that Covea ought to have settled the claim in full. So, he asked for a decision from 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 won't uphold this complaint. I understand that this is likely to be a disappointment to Mr B, but I hope my provisional findings explain why I think this is fair.

I've considered the comments and evidence from both parties. As Covea has now accepted to settle the claim regarding all the stolen clothes, I won't comment on this further, except to say that Mr B has accepted the settlement.

The outstanding issue relates to the settlement of the stolen jewellery, so I will concentrate my findings on this main issue.

I've reviewed the policy terms and conditions, as this was the agreement between both parties. In the policy documents it states:

'You'll need to provide us with proof that you own what you're claiming for. We'll also need to see proof of value (how much it was worth before the loss or damage). If you can't provide this, we may reduce your claim payment or refuse to pay all or part of your claim.'

I'm satisfied that the term is clear and the obligation on the policyholder would be to provide POP. In the absence of this, (and from the evidence I've read), Covea requested that Mr B provide alternative proof of ownership. This could be photos of the items being worn, or valuation certificates or confirmation that the item was gifted.

All these alternative proofs of ownership, I think are reasonable and would have been able to support the claim that Mr B made. However, Mr B was only able to provide photos of a few empty boxes.

I note that on the claim, Mr B was claiming for 27 separate items of jewellery, yet he provided only 10 empty jewellery boxes. And no information as to what item of jewellery came from what box.

Turning to the other alternative proof of ownership, Covea were content to have accepted confirmation that the items were gifted. Mr B said that a lot of the jewellery had been inherited and this was the reason why it was difficult to provide POP. I accept that this was the case, but given that the jewellery he said was inherited, I think some form of proof of the inheritance would've been sufficient to satisfy proof of ownership.

Mr B was unable to provide this proof, so I can't agree that Covea ought to have made a settlement offer for the jewellery, given the policy terms and conditions.

Mr B said that his understanding of the policy was that proof would only be required for single items that had values greater than £2,500. I recognise that items that are valued below this amount, wouldn't necessarily require valuations, but in this complaint, Mr B provided insufficient proof of ownership (for the reasons outlined). And I don't think Covea was unreasonable asking for alternative proof, which Mr B was also unable to provide.

I acknowledge Mr B's strength of feeling about this complaint and the reason why he referred it to our service. But, in the overall circumstances of this complaint, I don't think Covea were unreasonable not to accept the proof of ownership that Mr B provided (that is the 10 empty boxes). And I don't think it was unfair to request alternative proofs of ownership. Accordingly, I won't ask Covea, to do anything further here.

My final decision

For the reasons given, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 February 2024.

Ayisha Savage

Ombudsman