

The complaint

Mr and Mrs A complain that Aviva Insurance Limited unfairly refused to return the box for Mr A's Rolex watch following a successful claim on his home insurance policy.

Where I refer to Aviva, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

Mr A was the victim of a robbery when his Rolex watch was pickpocketed. He made a claim on his home insurance policy for his loss.

To validate the claim, Aviva asked Mr A to provide the original box and paperwork – which he did, and the claim was subsequently paid.

Mr A asked Aviva for the original box back, as he says it holds sentimental value. Aviva initially said he could have the box, but later confirmed this was an error. It explained that it must comply with Rolex fraud prevention conditions by ensuring that all associated items with a Rolex, including the boxes, are removed from circulation. This is to stop them from falling into the wrong hands where counterfeit products can be passed as genuine. Mr A raised a complaint.

Aviva offered £100 compensation for the loss of expectation Mr A would've suffered as a result of incorrectly being told he could have the box back. But it maintained its position, advising that it had fulfilled its role by putting Mr A back in the position he was in prior to the theft.

Mr A remained unhappy, so he brought his complaint to our service. But our Investigator didn't uphold it. She was satisfied Aviva had handled the claim in accordance with the policy terms and hadn't acted unfairly. She explained that as Aviva had settled the claim with a new Rolex and box, Mr A has been put back into the pre loss position and the items associated with the original Rolex become Aviva's possession in line with standard industry practice.

Mr A didn't agree. He says he wasn't told when he provided the original box that he wouldn't get it back, and he questions what Aviva would've done if he'd not had the original box and could only provide the paperwork. He says he has no intention to commit fraud and that allowing him to retain packaging of his original watch doesn't put him in a better position than he was pre loss.

The complaint 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.

The terms and conditions of Mr and Mrs A's home insurance policy say:

“To help us settle your claim

It is your responsibility to prove any loss and we may ask you to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance we may require to help with your claim.”

Aviva asked Mr A to provide the original box and paperwork to prove his loss, which isn't uncommon in claims for Rolex watches, and I wouldn't consider this to be unfair. Mr A says he wasn't told he wouldn't get it back and questions what would've happened if he hadn't been able to provide it.

I think it's of note that Aviva settled Mr A's claim on the basis of all the information and evidence that he provided. The box would've been a material consideration. Had he not provided the box it *could've* led to a different outcome.

I appreciate Mr A wasn't told beforehand that the box wouldn't be returned to him. But I'm not persuaded that, had Mr A been told the box wouldn't be returned and that the outcome of his claim could be dependent on it, he would've chosen to keep the box at the risk of his claim not being paid.

Mr A's claim was paid, and he was put back in the position he was in pre loss – with a Rolex watch and a Rolex watch box. It's standard practice that when a claim is paid, any salvage or undamaged items that form part of the claim payment become the insurer's possession. In this case, Aviva has paid for a Rolex watch which comes with the box, so it's within its rights to retain the undamaged box.

In some cases, an insurer is able to offer the salvage of a claim to the consumer in exchange for a small deduction in the claim payment. But here, Aviva has raised concerns about the counterfeit watch market. It hasn't suggested Mr A is in any way involved in such matters. But it does note the risk associated with returning watch boxes which can ultimately be re-used for future gain in other fraudulent ways. And I'm satisfied this is a fair reason for Aviva to keep hold of the box.

I appreciate Mr A will be disappointed with my decision, as I understand the box holds memories for him which can't be replaced. But I hope my explanation helps him to understand how I've reached my outcome that Aviva hasn't acted incorrectly or unfairly.

Aviva has offered £100 compensation for incorrectly informing Mr A that he could have the watch box back, resulting in a loss of expectation. If Mr A wishes to accept this, he should contact Aviva directly to arrange payment.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 16 January 2024.

Sheryl Sibley
Ombudsman