

## **The complaint**

Mrs J complains that Royal & Sun Alliance Insurance Limited (“RSA”) unfairly declined a claim she made under her home insurance policy.

Mrs J is represented in this complaint by her husband, Mr A. For ease, I’ll refer to anything said by Mr A as being said by Mrs J.

RSA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As RSA has accepted it is accountable for the actions of the agents, in my decision, any reference to RSA includes the actions of the agents.

## **What happened**

In late 2022, Mrs J made a claim under her home insurance policy with RSA. She said her handbag was stolen after she left it outside a restaurant. The handbag contained gold jewellery and £400 cash.

RSA instructed its jewellery experts to validate the claim. They valued the alleged loss of jewellery to be around £23,000. However, they said they weren’t able to validate the loss with the information provided by Mrs J. They also had concerns that Mrs J might have made a similar claim in 2019.

RSA instructed loss adjusters to investigate the claim further. Following the investigation, RSA decided to decline the claim on the basis that it hadn’t been proved by Mrs J.

Mrs J raised a complaint with RSA, but it maintained its position. It said it didn’t believe Mrs J’s claim had been presented in the utmost good faith, which was a condition of the policy. It said it had not received any satisfactory proof of ownership or purchase for the items being claimed for and it was not satisfied with the circumstances surrounding the claim.

Mrs J remained unhappy and asked our service to consider the matter.

I issued a provisional decision on 25 October 2023 where I explained why I didn’t intend to uphold Mrs J’s complaint. In that decision I said:

*“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.*

*Based on what I’ve seen so far, I don’t intend to uphold Mrs J’s complaint. I’ll explain why. The “personal possessions” section of the policy’s terms and conditions says RSA will cover:*

*“Theft, accidental loss of or accidental damage to your personal possessions whilst within the United Kingdom, or anywhere else in the world for up to 60 days in any one period of insurance which you or your family own or are legally responsible for.”*

*They go on to say:*

*"We will require proof of ownership and value predating the loss or damage for items over £2,500. If you are unable to provide this information, we may choose to reduce your claim payment or refuse to pay your claim."*

*I understand that part of Mrs J's claim relates to a matching set of jewellery which she says has individual items worth less than £2,000 each.*

*However, in the "making a claim" section of the policy it says RSA might "ask you to send us at our expense, all the documents and information (including written estimates and proof of value or ownership we may require;"*

*And in the "general conditions" section of the policy it says an insured person must "give us all the information and help that we ask for..."*

*Given the high value of the claim, I think it was reasonable for RSA to have asked for further evidence to show Mrs J's ownership of the items she said were stolen.*

*RSA says the photographs her representative initially sent to it weren't the original images. This meant EXIF data that would have allowed it to see when and where the photographs were taken was missing.*

*Mrs J later provided some further photographs of the jewellery for RSA's review. RSA has acknowledged these contain EXIF information, but it says there is no GPS data to show where they were taken. It says it believes they were taken outside of the UK.*

*Mrs J says that some of the photographs were taken overseas, and she can provide more information to show they went there as well as more photographs taken in the UK.*

*I appreciate Mrs J feels that photographs are enough to evidence her ownership of the jewellery. But I don't think it was unreasonable for RSA to require additional evidence, given the value she was claiming for.*

*Mrs J says she's provided evidence of the purchase of jewellery for her daughter, which was part of her claim. I can see there are items and amounts handwritten on some headed paper from a jewellery shop. However, this isn't dated and the report from RSA's loss adjuster says it contacted the jewellers and they were unable to confirm any information from the handwritten quotation.*

*Mrs J has provided a screenshot showing a payment of £30 to the jeweller in June 2022. However, she hasn't provided evidence to show she paid the balance of the jewellery which would have been over £1,400. So, I'm not persuaded that what she's provided is sufficient evidence to show ownership of the jewellery.*

*When a policyholder makes a claim, the onus is on them to show that they have suffered a loss. RSA says it's been unable to establish legal ownership of the items Mrs J says were stolen. Based on what I've seen, I think RSA's conclusion about this was reasonable. In her outcome to the complaint, our investigator said she thought it would be fair for RSA to review Mrs J's claim for the £400 she says was in her handbag when it was stolen. However, RSA says it believes that declinature of the whole claim should be maintained.*

*Mrs J has provided an image of a print-out of a bank statement showing that £400 cash was taken out of an account. According to RSA's notes, Mrs J's representative said the cash was to be used for household expenses, family, food etc. However, the cash appears to have been taken out 18 days before the alleged theft. RSA has commented that the timescale is a*

*bit of a stretch. And I think it does seem unlikely that Mrs J would still have been in possession of the full £400 so long after it was taken out.*

*RSA has also raised some concerns about the circumstances in which Mrs J says the loss occurred. It says it is of the view that Mrs J's claim has not been presented in utmost good faith.*

*Mrs J's representative told RSA that she returned to the restaurant she had left her handbag outside of on the day of the alleged loss. However, RSA's loss adjuster's report says when they contacted the manager of the restaurant, they said they had never received any enquiry regarding the loss of the handbag or jewellery. The manager spoke with all the staff and confirmed this was the case.*

*Given the above, I don't think it's unreasonable for RSA to decline Mrs J's claim for the cash that was stolen.*

*I appreciate my answer will be disappointing for Mrs J. But having considered everything, I think RSA's decision to decline her claim in full was reasonable. So, I don't intend to tell it to do anything further."*

I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

## **Responses**

Mrs J's representative said he'd managed to get a valuation done when he went overseas. He said he did not have it to hand previously but the overseas jeweller told him they had it after he asked them to find it. He said the reason he and Mrs J hadn't provided this evidence before was because they were never told the issue was with ownership. They were told the issue was with another claim in 2019 and then they were told the circumstances of the claim never happened, so it never came to the ownership.

Mr A provided a copy of the valuation, which we sent to RSA for comment.

RSA said this didn't impact the decision or outcome of the claim. It said Mrs J would have to prove she was the legal owner of the items.

## **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.

Mr A says part of the reason he hadn't previously provided the document was because RSA had never told him and Mrs J that there was a problem with ownership.

The letter from RSA's agents (dated December 2022) advising of RSA's decision to decline the claim says: *"We have not been provided with any proof of purchase, receipt, or original images of the items claimed for."*

In its response to their complaint (dated January 2023) RSA said: *"We have not received any satisfactory proof of ownership or purchase for the items being claimed for and we are not satisfied with the circumstances surrounding the claim."*

So, I'm satisfied that RSA told Mr A and Mrs J that part of its reason for declining the claim was there being no satisfactory proof of ownership for the items claimed for.

Despite this, Mr A doesn't appear to have mentioned a valuation having been carried out on some of the items claimed for in 2021 until recently.

The document he's provided is a handwritten note on what appears to be headed paper from a jewellery store overseas, which is dated May 2021. It looks like Mrs J's name is on it. There is also a brief description of some of the items claimed for and an amount.

RSA isn't satisfied that this document is evidence that Mrs J is the legal owner of the items she says were stolen. I don't think this is unreasonable.

In any event, proof of ownership wasn't the only reason RSA declined Mrs J's claim. As I said in my provisional decision, it also had concerns about the circumstances in which Mrs J says the loss occurred. And I think these concerns were understandable, in light of what I've seen.

Taking everything into consideration, I don't think it's unreasonable for RSA to decline Mrs J's claim. I understand this will be disappointing for both Mrs J and Mr A, but the new information they've provided hasn't changed the outcome I've reached.

### **My final decision**

For the reasons I've explained, I don't uphold Mrs J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 14 December 2023.

Anne Muscroft  
**Ombudsman**