



## Case study: Insurance

### REJECTED INSURANCE CLAIM BECAUSE WATCH WAS NOT IN THE POLICYHOLDER'S POSSESSION WHEN STOLEN

Themes: collectibles, valuables and jewellery insurance policy; rejected insurance claim: policy schedule.

This complaint relates to an insurer's rejection of the complainant's collectables, valuables and jewellery insurance claim on the grounds that the insured item was not in the owner's possession at the time it was stolen.

In April 2022 Mr Q took out a collectables, valuables and jewellery insurance policy to cover a valuable watch he owned. Mr Q received the insurance policy schedule and agreed to the policy cover.

In March 2023 Mr Q's watch was unfortunately stolen whilst he was abroad with family and Mr Q sent an insurance claim for the loss to his insurance provider. Mr Q's insurance provider rejected the insurance claim as it transpired that Mr Q had not been wearing the watch at the time of the theft as Mr Q had lent it to a family member. Mr Q made a complaint to his insurance provider as he believed his insurance claim was valid because the family member who had worn the watch had accompanied Mr Q abroad, but his insurance provider referred Mr Q to his insurance policy's schedule which clearly stated that any loss or damage to an insured item would not be covered if the item was not worn or carried by Mr Q whilst he was abroad. Mr Q disagreed with his insurance provider and referred his complaint to CIFO.

CIFO investigated and found that Mr Q had indeed not been wearing or carrying the insured item when the theft occurred. CIFO noted that Mr Q's collectables, valuables and jewellery insurance policy provided a clear statement that Mr Q's insurance provider would not cover any loss or damage to jewellery and watches that were away from the policy holder's home, unless the item was worn by the policy holder or carried under their close personal control. CIFO also noted that Mr Q's policy was solely under his name with no other named persons covered under the policy.

CIFO concluded that Mr Q's insurance provider had acted in accordance with Mr Q's policy schedule and was not responsible for covering a situation where Mr Q was abroad and not in possession of the insured item when the incident had occurred. CIFO did not uphold the complaint.