

## **The complaint**

Mr B and Miss J complain that Liverpool Victoria Insurance Company Limited (“LV”) declined a claim they made on their home insurance policy following a burglary at their home.

## **What happened**

Mr B and Miss J had a home insurance policy with LV. The policy provides cover for general contents, clothing, electronic equipment, as well as jewellery, watches, and valuable items.

Unfortunately they were in hospital in April and May 2022. During this time there was a break in at their home. They reported the matter to the police and obtained a crime reference number. They also reported the theft to their insurer.

Mr B and Miss J believe their keys were stolen by staff while they were in hospital and this allowed the perpetrator access to their home.

Mr B and Miss J said a number of items were stolen from their property including jewellery and clothing. They say there was around £18,000 worth of items taken.

Mr B and Miss J say they have been badly affected by what’s happened and want LV to pay their claim. So they complained.

LV initially said Mr B and Miss J hadn’t provided it with enough information for it to validate the claim. Following more details being provided LV said the information about the missing keys differed from that which was previously advised. It said the valuation for the ring didn’t confirm ownership. LV also said Mr B and Miss J had added a substantial number of items to the claim which weren’t previously included. LV said the new circumstances Mr B and Miss J presented were considered implausible and there was no evidence to support the claim. LV declined the claim and said its position would remain unchanged.

Mr B and Miss J weren’t happy with the response from LV so referred their complaint to this service. Our investigator looked into things for them. He didn’t uphold the complaint. He said it’s for the consumer to demonstrate that an insurable event has occurred and their claim is valid. So LV were entitled to validate the claim. And when Mr B and Miss J weren’t able to evidence their claim LV declined it.

Mr B and Miss J didn’t agree. They said they provided LV with all the evidence to prove the claim. Because they didn’t agree 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.

I’d like to start by assuring both parties that I’ve considered all the information provided to me as well as testimony from both sides. But I’ve commented on what’s relevant to the outcome of this complaint.

I appreciate Mr B and Miss J have experienced a difficult time during the course of the claim, and I can see this has been a stressful experience for them. Mr B and Miss J feel very strongly that LV have treated them unfairly.

Having considered all the evidence I'm not upholding the complaint. I appreciate Mr B and Miss J have been through a difficult time and this isn't the answer they wanted; I empathise with the position they now find themselves in. So I will explain my decision below.

My role is not to determine whether or not a theft occurred. My role here is to look at whether LV's declination of the claim was fair and in line with the terms and conditions of the policy. When 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 B and Miss J need to show that, on balance, a theft has occurred. Since LV isn't satisfied they've done so, it declined the claim.

The relevant industry rules say an insurer should handle claims promptly and fairly, and it shouldn't unreasonably reject a claim. So I've thought about whether LV acted in line with this.

LV has provided notes from the claim, and Mr B and Miss J have provided me with correspondence to and from LV as well as other supporting evidence. I can see LV has looked into things thoroughly; including obtaining police reports and instructed a claims investigation company to speak to Mr B about the claim. Where there were inconsistencies in what Mr B and Miss J had told it, it has raised these concerns, and sought explanations from Mr B and Miss J, which I think was reasonable. LV said Mr B's version of events was implausible and there was no evidence to support that someone had a key to break into their home. There was also no forced entry into the home. And based on the evidence I've been provided with, I think LV assessed the matter fairly, and came to a reasonable conclusion.

In order for Mr B and Miss J to receive a payment under the policy they will need to show their home was entered unlawfully. But there is nothing to substantiate that. It isn't definitely known how the perpetrator entered the property, what was stolen, by whom, and when this happened. And in the absence of any evidence I can't say it's fair to ask LV to pay the claim. And I can't say it's unreasonable for LV to decline the claim on that basis.

Mr B and Miss J were not in the property from April 2022 and the theft wasn't reported until September 2022. I understand the circumstances Mr B and Miss J were in at the time, and I don't doubt their 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 LV to support the claim has been limited. As Mr B and Miss J weren't at the property from April 2022 and at least May 2022, they have no clear account of what happened and when. When Mr B and Miss J reported the matter to the police, from what I've seen, no action was pursued by them.

Having looked at everything I've been provided I'm satisfied LV treated Mr B and Miss J fairly. LV had concerns about the claim and questioned them about these. LV also gave Mr B and Miss J the opportunity to explain the inconsistencies in the information he provided, and to provide additional evidence to support the claim.

Taking all of this into account I'm satisfied LV acted fairly and reasonably when declining the claim.

**My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss J to accept or reject my decision before 16 November 2023.

Kiran Clair  
**Ombudsman**