

## **The complaint**

Mr C says HDI Global Specialty SE unfairly rejected his household insurance claim for a damaged television. He also complains about the overall way the claim was handled. For ease of reading, reference to HDI will include their agents.

## **What happened**

Mr C has a home insurance policy with HDI. He claimed for a near £5,000 television, saying it had been damaged by accident in June 2021. It was said to have been gifted to him just a few months earlier.

HDI arranged for the television to be inspected as part of the claim validation. There's a dispute over whether it was ever collected, Mr C says it was but HDI said it wasn't. In any event, HDI went on to consider the claim and eventually rejected it. They said there were several discrepancies, particularly in relation to whether Mr C owned the television.

That said, HDI offered Mr C £150 compensation because they thought they could have handled the claim better than they did. Mr C didn't think that was enough and he still wanted them to replace his television, so he brought his case to our service.

An investigator here looked into the matter. They said there was enough doubt around the claim for HDI to have rejected it. And they felt the £150 in relation to claim handling was fair.

Mr C didn't agree, he said he thinks HDI lost the television and – but for that happening – proof of ownership wouldn't have been an issue. He also says they asked for proof of purchase of the television in the form of a bank statement, which he provided. Mr C feels HDI have moved the goalposts.

Agreement couldn't be reached so the matter 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.

I'd like to begin by explaining that while I've considered everything provided to me, I won't be going into every detail of this matter. I've focussed on what I think are the important points in reaching a balanced decision. This isn't intended as any discourtesy to either party, rather it reflects the informal nature of our service.

While I am upholding Mr C's complaint that is only in relation to the compensation already offered. I will deal with the key issues of this case in explaining why.

### *collection of the television*

HDI has said that the television was due to be collected on 14 June 2021, but when the engineer called Mr C to say he was on his way, Mr C told him it had been collected the week

before. HDI maintain that the television hadn't been collected because their tracking systems didn't show any of their collection vehicles arriving at Mr C's address.

Despite this, HDI continued to consider the claim. That was fair for them to do and while I appreciate Mr C's *but for* argument, I think it's likely further claim validation would've been required due to other discrepancies. So even if HDI did collect the television, and then lost it, this hasn't prejudiced Mr C's claim. Although for completeness, I'm not persuaded HDI ever collected the television due to the lack of any records confirming as such.

#### *claim validation*

HDI say the television in a photograph Mr C provided doesn't match the model he claimed for (although Mr C says that's because he modified it). Because of this HDI carried out further checks that suggested Mr C may have criminal convictions – which could've affected the decision to give him the policy in the first place.

However, Mr C later provided evidence which satisfied HDI to continue the claim validation. It was reasonable for HDI to have explored the issue of criminal convictions and while it took some time, I don't intend to make any award for that.

Mr C says it was difficult to provide proof of purchase due to the television being a gift. Nevertheless, he managed to obtain a bank statement showing a purchase in the region of the television's value.

HDI reviewed the bank statement Mr C provided, but they didn't think it was sufficient as it doesn't show what was purchased. Given its value, and recency of the item being bought, they felt it was reasonable to ask Mr C to obtain a copy of the receipt from the retailer – which he did not. HDI's request was fair, bearing in mind that it was an expensive purchase and was said to have been bought from a well-known retailer.

Mr C also provided photographs of a damaged television that he says were taken at the time of the claim. HDI reviewed those and noted one had meta-data but that the meta-data appeared to have been removed from the other one. The meta-data can be useful in showing when and where a photograph was taken, so without it there can be doubt as to whether the photos are what they're purported to be. HDI have said they haven't been provided with a satisfactory explanation for the removal of data, or with a copy of the original photograph showing the missing data.

This is important because HDI have said the background of one of the photos appears to show it was taken in a high-rise building, with another high-rise building visible through the window. That doesn't match Mr C's property, which was a two-story house, nor does it appear consistent with the surrounding area. HDI say that Mr C hasn't provided a satisfactory explanation for that either. HDI's interpretation of the photographs is fair.

Overall, I am satisfied that HDI were reasonable in their rejection of Mr C's claim. They had several reasons to doubt that Mr C owned the television he claimed for, and despite asking for further evidence and for discrepancies to be explained I'm satisfied they're fair in saying those concerns remain.

#### *compensation*

While I appreciate this claim was ongoing for longer than would normally be expected, I consider the main reason for that to be Mr C's inability to provide suitable explanation and/or evidence to support his claim. I agree that HDI could've handled things more efficiently, but I won't be asking them to pay any more than the £150 already offered.

### *discrimination*

I note during the claim, Mr C accused HDI of racial profiling. But HDI say they could find no evidence of that, and based on what I've seen they've treated him the same as they would any customer in the same circumstances. I also note that Mr C appears not to have provided HDI with anything to support his allegation.

### *subject access request*

In closing, Mr C has said HDI withheld information despite him having made a subject access request. I'm unaware of any reason how that could have contributed to poor claim handling or the claim rejection, so it doesn't warrant further consideration by me in this case.

Mr C can raise concerns he has about this with the Information Commissioner's Office.

### **My final decision**

It is my final decision that I uphold this complaint. I require HDI Global Specialty SE to pay Mr C the £150 compensation previously offered – unless they have already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 July 2022.

Will Weston  
**Ombudsman**