

## **The complaint**

Mr G has complained that U K Insurance Limited trading as Direct Line (UKI) unfairly declined part of a claim under a home insurance policy.

## **What happened**

Mr G contacted UKI to make a claim when items stored in his garage were damaged by a flood. UKI accepted the claim and paid a cash settlement for a number of items. However, it declined to pay a settlement for some designer bags, clothing and shoes and some exercise equipment, as it said the claim for these items couldn't be fully substantiated.

When Mr G complained, UKI maintained its decision not to settle part of the claim. So, Mr G complained to this service. Our investigator initially didn't uphold the complaint. He said it was fair for UKI to decline the claim for the designer bags and the exercise equipment as Mr G hadn't provided sufficient evidence.

Mr G then provided evidence to support his claim for the exercise equipment. Our investigator then upheld that part of that complaint and said UKI should settle the claim for the exercise equipment.

UKI reviewed the evidence Mr G provided and didn't agree. So, the complaint was referred to me.

## **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.

Having done so, I uphold this complaint. I will explain why.

UKI accepted the claim and paid a cash settlement for a number of items. However, it didn't think there was sufficient evidence to settle the claim for some designer bags, shoes and clothing and some exercise equipment.

For the designer items, UKI said there wasn't sufficient evidence to show they were genuine items. Mr G confirmed that he didn't have receipts for any of these items, for a variety of reasons, and wasn't able to provide proof through other routes, such as confirmation from the company from which they had been bought. The policy explained that as part of a claim it could ask for evidence, including to show the value of items, but Mr G was unable to provide this. In the circumstances, I think it was reasonable for UKI to decline this part of the claim.

I've also looked at the claim for exercise equipment, which was a cycling machine and a treadmill. UKI wasn't satisfied that Mr G owned the items, as the receipts were in other people's names. While the complaint was with this service, Mr G provided a statement from his wife's sister that said she and her partner had bought the items and, due to lack of use, sold them to her sister. Mr G also provided a bank statement that showed payments made to

his sister-in-law's partner. I can see the payment named the place the deposit was made, rather than Mr G or his wife but, in my view, Mr G has provided sufficient information to explain this. UKI also said the amounts paid totalled £4,300, rather than £4,590 shown on the receipts. Mr G has explained that he paid the price agreed, which was less than the original purchase price.

UKI was also concerned that there wasn't evidence of the items being transported, such as paying a company to transport the items. Mr G explained that his sister-in law's partner ran a business and owned a van as part of this, so had delivered the items. I think this is a reasonable explanation and consistent with other information Mr G provided.

So, based on the evidence I've seen, I think Mr G has provided sufficient evidence to show he owned the items. As a result, I uphold this complaint and require UKI to settle the claim for the cycling machine and the treadmill.

### **Putting things right**

UKI should settle the claim for the cycling machine and the treadmill.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is upheld. I require U K Insurance Limited trading as Direct Line to settle the claim for the cycling machine and the treadmill.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 19 January 2023.

Louise O'Sullivan  
**Ombudsman**