

The complaint

Miss B and Mr M are unhappy with the settlement Soteria Insurance Limited ("SIL") offered for their contents which were damaged by an escape of water.

The policy for buildings and contents was in joint names but, for ease of reading and because she raised the complaint, I'll refer only to Miss B throughout my decision. Any reference to SIL includes agents acting on its behalf.

What happened

Miss B claimed under her policy following an escape of water in 2019. She's had several complaints with our service regarding this claim which I'll only refer to should it be necessary for contextual information. For clarity, this complaint is to address the points Miss B raised with SIL and to which it responded in its final response letter dated 26 July 2022.

The background to this complaint is well-known to both parties and has been summarised on more than one occasion. So I've summarised what I think are the key events relating just to the complaint referred to in SIL's final response letter of July 2022.

Miss B's contents needed to be stored after an escape of water and while her house was repaired. SIL offered to take her belongings to a storage facility but Miss B preferred to have them closer to hand. At her request, SIL arranged to put a container on land at the back of her home, although it said this was not an ideal solution. On delivery of the container it was apparent that it was unsuitable.

In November 2019, SIL paid the cash settlement for Miss B's house repairs.

Miss B complained to SIL because her contents had become damaged in the container. An ombudsman directed SIL to cover the loss, subject to quotes and substantiation, because it hadn't provided suitable storage.

This complaint is about the settlement SIL offered and Miss B's belief that one of its suppliers has charged it for services not provided.

SIL said that Miss B hadn't provided sufficient evidence of the contents in the container, and she'd disposed of everything. So it offered her £7,500 in settlement. Miss B said the contents, which she'd listed, were worth around £15,000 so she didn't think SIL had made a fair offer. However, SIL didn't think there was evidence of the contents for which she was claiming and maintained its offer unless Miss B could substantiate her claim.

Unhappy with its response, Miss B brought her complaint to us.

To begin with, one of our investigators didn't uphold Miss B's complaint. However, after she provided further evidence indicating that she'd been told to dispose of the contents, he thought SIL should pay the full amount of Miss B's claim.

SIL didn't agree, and it didn't think it had told Miss B to dispose of her belongings.

Because SIL didn't agree, the complaint was passed to me to decide.

I issued a provisional decision in December 2024 explaining that I wasn't intending to uphold Miss B's complaint. Here's what I said:

provisional findings

The relevant regulator's rules say that insurers must handle claims promptly and fairly. As I'm considering just a brief period within an overall claim, my focus will be on whether SIL treated Miss B fairly when it offered to settle her contents claim at approximately half the value she declared.

Contents list

I've looked at the list of items Miss B provided to SIL for its consideration. It's an extensive list and Miss B has put estimated amounts next to many items, totalling just under £15,000. SIL didn't offer to pay the full amount because Miss B didn't provide any evidence to substantiate her list.

I realise Miss B may not have receipts for everything she owned, and she's explained that her documentation was lost because of the escape of water. But I don't think, based on the evidence, that SIL was expecting receipts for every item. So I've looked at what SIL did ask for.

Photos

Miss B told SIL she had photos of the contents in the container, and she said SIL's agent also had photos. Miss B has been asked on a number of occasions to provide those photos, and we have also asked SIL to provide its agent's photos.

Photos made available to me by both Miss B and SIL include:

- *a damaged sofa*
- *contents in Miss B's home ready to move into the container*
- *contents remaining in Miss B's home*

Neither party has provided photos of the contents stacked in the container. I understand that SIL doesn't have such photos.

For Miss B's claim to be successful, it's her responsibility to provide evidence of her loss. Given the service failings previously addressed, I accept that SIL should pay for the contents. But I can't reasonably ask it to pay for more than half of the claim with little to no evidence of the loss.

SIL paid for half of Miss B's contents claim without having proof of ownership, but I note that it told her it will look at any evidence she provides to substantiate her claim. I think that's fair in the circumstances.

Contents disposal

SIL said it offered just half of the claim because Miss B had disposed of her contents so it couldn't assess them. Miss B provided evidence to support her claim that SIL told her to dispose of them.

I've considered the evidence Miss B provided but, currently, I'm not persuaded that SIL

told her to dispose of her contents. For example, in March 2020, four months after SIL settled the claim for Miss B's house repairs, it wrote to ask whether she was ready for assistance in emptying the container.

In May 2020, in response to a further offer to assist in emptying the container, Miss B told SIL it still had contents inside.

Miss B said she'd disposed of all her contents by June 2021 after being told the container would be removed whether or not it had been emptied. I asked for confirmation of the date she disposed of her belongings, but she couldn't locate evidence of payments for the skips or council uplifts.

Based on this evidence, I'm not persuaded that SIL told Miss B to dispose of her contents, or that she'd disposed of them without an opportunity to obtain evidence of the contents and/or the damage. And if the contents had been disposed of much earlier in the claim, it's not clear why it was almost two years before SIL was able to remove the container.

For these reasons, I'm not persuaded that SIL told Miss B to dispose of her contents.

Fraud

Miss B said one of SIL's suppliers has fraudulently invoiced it for work not done. I understand Miss B is concerned about this, and she raised those concerns with SIL which said it would let her know if it identified anything that affected her claim. However, I haven't seen anything to suggest that Miss B was adversely affected, so I can't reasonably ask SIL to do anything in respect of this matter.

Overall, I'm currently persuaded that SIL made a fair offer to settle half of Miss B's claim for the contents of the container without having received evidence of those contents or the value. As it has offered to consider any evidence Miss B can provide, I think SIL has done enough to put matters right.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Responses

SIL had nothing further to add.

Miss B provided further evidence in support of her complaint, including:

- emails in which SIL told her to dispose of her contents;
- an invoice which she said demonstrated her concerns about fraud, and
- a receipt and email confirmation of uplifts and the items taken.

Alongside this evidence, Miss B pointed out parts of my provisional decision with which she disagreed.

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 considered this further evidence, it hasn't persuaded me that a change in outcome is warranted. I realise Miss B will be disappointed, but I'm still of the view that SIL made a fair offer to settle her contents claim. I'll explain.

For ease, I'll respond to Miss B's points in the order she raised them.

Photos

Miss B said she didn't tell SIL that she had images of her contents inside the container. She said she had photos of her contents still inside the house, as did SIL.

I've seen the photos of Miss B's contents in her home, which SIL provided before I issued my provisional decision. However, it doesn't change the position that there's no evidence of what was stored in the container or, more significantly, what was damaged. Although Miss B believes SIL has photos of inside the container, it remains the case that I haven't been provided with any photos showing the contents stacked in the container, either before or after the damage happened.

The current position is that SIL offered £7,500 without having any evidence of what was damaged or the replacement cost. Should Miss B provide anything to substantiate her claim, SIL will reconsider the settlement. I think that's fair in the circumstances.

November 2019 payment

Miss B provided further evidence regarding a settlement paid to her.

While I did refer to this payment, it was given as background information of events leading up to this complaint. As the payment doesn't relate specifically to this complaint, I won't comment on it further.

Contents disposal

Miss B said her claim hadn't been settled four months before SIL offered to help move her belongings back into her home. She pointed out that the payment was only a partial settlement.

I referred to SIL's offer as evidence which supported its position that it hadn't told Miss B to dispose of her contents. As it offered to help move her contents out of the container as late as May 2020, I was satisfied that it was unlikely SIL told her to dispose of them.

That said, I've now seen Miss B's evidence that one of SIL's agents told Miss B to dispose of the contents in an email dated 3 November 2020. And Miss B has provided an email and a receipt from her council showing that uplifts took place in January and April 2021. So, based on this evidence, I'm satisfied that SIL did tell Miss B she could dispose of her contents.

However, I don't find that this new evidence makes a material difference to the outcome. That's because it remains the case that Miss B had the opportunity to obtain evidence of the contents and/or the damage prior to disposal almost two years after she first claimed. The council receipt doesn't give detail of the items removed. The email from a local builder lists the items taken only in broad terms. For example, boxes of clothes, various water damaged furniture/electrical items and bedding.

I've thought about the disclosure Miss B made to our investigator, which she has asked to remain confidential. I can understand why she didn't take photos of her belongings in their damaged state, although Miss B now accepts it might've been helpful. But the evidence

provided throughout this complaint shows that some items were stored with neighbours, and Miss B likely had some of her belongings in her own alternative accommodation, albeit a small amount. So, photos of the contents within the house and a general description of items disposed of don't persuade me that SIL should settle the claim for any more than it has offered.

Fraud

Miss B provided a copy invoice which she believes indicates SIL's agents overcharged for work in relation to her claim.

I'd considered the invoice when reaching my provisional decision. While I understand that Miss B is concerned about the description of work which she says wasn't done, SIL reassured her it would look into and let her know if there was a problem. It hasn't expressed any concerns. As there's no evidence Miss B has been adversely affected by the invoiced work, or that it was charged incorrectly, I see no reason to ask SIL to do any more.

Overall, the information Miss B submitted hasn't changed my mind and I'm satisfied that there's nothing more SIL needs to do in relation to this complaint.

My final decision

For the reasons I've explained above, and in my provisional decision, my final decision is that I don't uphold Miss B's and Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr M to accept or reject my decision before 21 February 2025.

Debra Vaughan
Ombudsman