

The complaint

Mr L complains about how UK Insurance Limited (T/A NatWest Insurance) handled and settled claims he made for damage to, and theft from, his home. He's also unhappy with the communication he received about his claims.

What happened

Mr L held a renters insurance policy which is provided by UK Insurance Limited (T/A NatWest Insurance), who I'll refer to here as UKIL. Under this policy, Mr L insured the contents of a property that he rented from a landlord for loss or damage.

On 5 December 2023, Mr L contacted UKIL by telephone to notify a claim. He stated his property had been broken into the previous day and several items were stolen and damaged. Mr L stated estimated the claim value to be £25,000 at that time.

He contacted UKIL again on 6 December 2023 to explain that his property had suffered a further break-in on 5 December 2023. He said more items had been stolen. And on 20 December 2023, Mr L reported a further break-in to UKIL, which he said had occurred on 18 December 2023. He informed UKIL he was unsure of what had been stolen during that property intrusion.

UKIL appointed a loss adjuster, to investigate what had happened and assist it in dealing with Mr L's claims. The loss adjuster arranged to meet with Mr L on 10 January 2024 to discuss his claims. By this point, Mr L was residing at a hotel.

During this visit Mr L attempted to visit his property with the loss adjuster, but he was asked to leave by what appeared to be new occupants moving into the property. Mr L returned to his hotel with the loss adjuster where he was able to show photographs of the damage caused to his property.

On 15 January 2024, UKIL said Mr L further contacted it about his claims to amend the value from £25,000 to £40,000 as he reported that all his contents had been stolen. UKIL asked Mr L to provide a list of stolen items as it was concerned that he'd changed the value of his claims by significantly increasing the value of items stolen and damaged.

On receiving the loss adjuster's report, UKIL contacted Mr L to discuss his claims, but he declined to confirm his date of birth. It had concerns about his identity and asked him to provide identification evidence, which it said Mr L didn't share with it.

Mr L refuted that he'd been evicted and informed UKIL that the police had been responsible for the break-ins and were therefore aware of them. UKIL asked him to provide a crime reference number or other evidence to show that he'd reported the break-ins to the police. It also requested his landlord's contact details. But Mr L informed UKIL he didn't want it to contact the police and his landlord.

UKIL said it told Mr L it couldn't provide an update on the status of his claims until it had made enquiries with the police and his landlord as part of its duty to investigate the

circumstances of the claim. But UKIL said Mr L continued to contact it excessively over the telephone to request updates on the progress of his claim. So, it decided to communicate only in writing with him because of his persistent contact and its concerns regarding his identity. And, as Mr L hadn't provided an alternative address and maintained he was still residing at the insured address, it wrote to him at his last known address.

UKIL made enquiries with the police and Mr L's landlord. His landlord informed UKIL that he'd been evicted from his property at the beginning of December 2023 and was no longer living there when he said the break-ins had occurred. The police informed UKIL that Mr L had reported a crime on 4 December 2023 regarding criminal damage to his front door and entry to his property. The police stated that he hadn't reported any items as stolen and had refused to meet with police officers to discuss matters further or confirm whether anything had been stolen. It said it had been unable to investigate whether a crime had taken place and denied having caused any break-ins.

Based on information provided by Mr L's landlord and the police, UKIL was concerned about Mr L's identity and the validity his claims. And having completed its investigation into the circumstances Mr L's claims, UKIL wrote to him to explain that it was declining his claims. Its repudiation letter was dated 25 April 2024, but this was returned undelivered on 10 May 2024.

Mr L complained to our service that UKIL had stopped communicating with him about his claim. Our service informed UKIL and a final response letter was emailed to Mr L, attaching a copy of the repudiation letter, which explained why it had decided to no longer communicate with him over the telephone and why it had declined his claims.

Mr L remained unhappy with UKIL's approach to his claims and asked our service to investigate a complaint about it not communicating with him about his claims and its decision to decline his claims, which he thought was unfair and unreasonable.

Our investigator looked into Mr L's concerns and empathised with him. But they didn't recommend upholding his complaint. They were satisfied that, in involving the police and Mr L's landlord in the investigation of the claims, UKIL had pursued legitimate lines of enquiry. They were persuaded that UKIL had acted reasonably in deciding to communicate with Mr L by post only. And they thought that, based on the available information, UKIL had acted in line with the policy terms in declining to settle his claims. So, they didn't recommend that UKIL take any further action to resolve Mr L's complaint.

UKIL agreed with our investigator's view of this complaint. But Mr L didn't. He requested an ombudsman's review. So, I've been asked to determine the fairest way to resolve this complaint.

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'm sorry to hear about what happened to Mr L. I recognise that having a property broken into is bound to have had a significant impact on him and I can appreciate how distressing it must have been when UKIL declined to settle his claims. I know Mr L feels very strongly about this matter. However, while I sympathise with him, the issue that I must determine is whether UKIL made a mistake, or treated him unfairly, such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and

reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities. I want to assure Mr L and UKIL that I've read everything they've sent us. But I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is the right outcome.

Insurers must deal with claims promptly, fairly and must not unreasonably decline a claim – as set out in the Insurance Conduct of Business Sourcebook (ICOBs). I've considered this and the Consumer Duty together with other relevant rules and guidance when determining this complaint.

The first part of Mr L's complaint is about UKIL's decision not to communicate with him over the telephone about his claim. So, I'll address this issue first.

As I mentioned in the background to this complaint, UKIL had concerns over Mr L's identity as he declined to provide his date of birth or other data protection information for verification purposes during telephone discussions about this claim. I acknowledge that Mr L said he felt uncomfortable about sharing this information over the telephone. But I think it was reasonable for UKIL to say it was concerned it might not have been speaking with the policyholder in circumstances where no identification information was provided as it had no way of verifying the caller's identity.

In addition to having concerns about Mr L's identity, I've seen evidence that demonstrates that that he frequently contacted UKIL over a short period of time. I say this because from 20 December 2023 onwards, which was the date of Mr L's third claim to UKIL, it appears he was contacting it via the telephone persistently to request updates on the status of his claim.

I recognise that Mr L would have been anxious to hear about his claims and was keen to learn the outcome, which may have led him to contact UKIL so many times. But I'm satisfied UKIL informed Mr L that it couldn't update him on the progress of his claims until it had resolved the enquiries that were outstanding with the police and his landlord. This was reasonable because it needed further information to assess the validity of the claims made by Mr L.

Until these enquiries had been resolved, UKIL wouldn't be able to offer any substantive information to Mr L about the status of his claim. And I'm persuaded overall that UKIL acted fairly in informing Mr L that it wouldn't discuss his claims over the telephone given the number of telephone calls he'd made. I'm satisfied its decision to revert to written communication was therefore reasonable in the circumstances.

Based on the evidence I've seen, I'm satisfied that during telephone discussions Mr L had with UKIL about his claim, he informed it that he remained living at the insured address. So, I'm persuaded it was fair and reasonable for UKIL to continue to use that address for postal correspondence.

I've seen a copy of the repudiation letter that UKIL posted to Mr L on 25 April 2024. I'm satisfied the letter explains in clear terms why the claims were declined. I'm aware that Mr L didn't receive this letter as it was returned undelivered to UKIL on 10 May 2024 – presumably by the new residents or landlord of the insured address. But I'm not persuaded

UKIL made an error in communicating with Mr L by post because, as I've said, he was insistent during discussions that he was still living there. And there's no evidence he contacted UKIL subsequently to amend his postal address. It follows that UKIL hasn't made an error here in communicating with Mr L at the address he asked it to use.

I'll turn now to the second part of Mr L's complaint, which relates to UKIL's decision to decline his claims and I'll explain why I'm satisfied it hasn't made an error here.

I've already mentioned that insurers have a duty to handle claims fairly and promptly. Based on the evidence I've seen, I'm persuaded that the enquiries UKIL needed to exhaust with the police and Mr L's landlord took some time to resolve. The circumstances of the claims made by Mr L were complex and warranted further investigation.

In dealing with this part of Mr L's complaint I've carefully considered the chronology and business records UKIL provided to our service, which shows the steps taken by it in its efforts to assess Mr L's claims.

I understand that Mr L didn't provide his landlord's details to UKIL so it had to undertake searches for contact information, which caused additional delay. This, again, wasn't UKIL's fault; it acted proactively and did all it reasonably could to procure the information required to progress Mr L's claims. I'm satisfied there was no avoidable delay caused by UKIL in the way in which it handled Mr L's claims.

I understand that Mr L is unhappy that UKIL spoke with his landlord and the police. But it isn't unreasonable action for an insurer to contact a landlord or the police as part of its duty to fully investigate claims – particularly in circumstances where it has concerns about the validity of a claim.

Here, UKIL had conflicting evidence about whether Mr L lived at the insured address at the time of the claims he reported and investigating this with his landlord was relevant to his claims. I think it was entirely reasonable for UKIL to want to clarify with Mr L's landlord whether he was living at the property at the time the claims were made. I'm also satisfied it was fair for UKIL to contact the police to establish whether he'd reported any break-ins or provided information about what had been stolen from his home.

I've listened to the telephone recordings of the calls UKIL made to Mr L's landlord and the police. It's clear that UKIL asked reasonable and relevant questions with a view to seeking information to assist it in determining an outcome to the claim. I'm satisfied this was fair and reasonable.

I'm also satisfied that once UKIL had completed its enquiries with the police and Mr L's landlord it proactively reviewed and considered the information it had obtained. It was able to progress Mr L's claims using the information obtained. And I'm persuaded the decision to decline Mr L's claims was taken at the earliest opportunity.

In considering whether an insurer's decision to decline a claim was fair and reasonable, our service considers the policy documentation to ascertain the terms and conditions that apply and what they say about how claims are settled.

Mr L's household insurance policy provides cover for damage caused by a range of perils that might happen. These are specific one-off events and, for a claim to be successful, a policy holder must show that the damage or loss they're claiming for was caused by one of the perils listed in their policy.

UKIL sets out in detail the conditions that must be fulfilled by a policyholder when a claim in

presented. Under the terms of Mr L's policy, a policyholder must provide all the information and assistance UKIL needs to settle their claim. The policy terms explain:

"If you make a contents or personal possessions claim...for any claim you must:

- Give us any relevant information and evidence that we ask for, including proof of ownership or value of the lost or damaged item and written estimates for repair. You will have to do this at your own expense.*
- Allow us (or our appointed suppliers) to access or inspect the damaged items and/or property.*
- Immediately tell the police: – about any loss or damage by deception, theft, attempted theft, vandalism or malicious acts."*

The terms go on to set out in clear language that a policyholder must send UKIL *"any reasonable and relevant information that we ask for"*. And the policy clearly and explicitly outlines how UKIL will proceed if a policyholder doesn't adhere to the terms relating to the reporting of a claim. They state:

"If you don't follow our claim conditions, and this negatively affects our position:

- we will reject your claim or be unable to deal with it, or*
- we will not pay your claim in full."*

Here, there's evidence that UKIL didn't receive an itemised list of items that were stolen from Mr L's property despite requests that he provide this. I can see it tried to obtain information about what had been stolen from the police. But it was Mr L's responsibility to provide full information about his loss to UKIL. This was required under the terms of his policy and I don't think it's unreasonable for UKIL to have asked for this.

Mr L also didn't allow UKIL, or its loss adjuster, access to the insured property to inspect the damage he reported. I recognise this was because of an inability to gain access to the property because Mr L was no longer living there as a result of eviction. But the policy terms require access to the property to be facilitated by the policyholder.

I'm aware Mr L showed the loss adjuster photographs of the damage on his phone. I've seen the photographs the loss adjuster saw and it's very difficult to identify what's been damaged. So, the images were of limited assistance here and they don't show what was stolen.

UKIL was unable to determine what was stolen from the photographs alone. It required clear and specific information from Mr L itemising what had been stolen from his home and clarifying how he'd valued his claims at £40,000. When the requested information wasn't provided by Mr L, UKIL was unable to quantify or verify the claims reported to it. It follows that I'm satisfied UKIL acted reasonably in stating it couldn't progress Mr L's claims without this information. I don't think it had any other option in the circumstances.

I'm satisfied, overall, that UKIL made all the enquiries it could to investigate and validate Mr L's claims. It was unable to confirm that break-ins had taken place as they'd been reported by Mr L and that he'd been living at the insured address at the time. There was also insufficient evidence to demonstrate that items belonging to Mr L had been stolen. In such circumstances, I'm persuaded UKIL acted reasonably and fairly in declining to settle the claims Mr L reported.

I recognise that Mr L feels very strongly about the issues raised in this complaint and I've carefully considered everything he's said. But for the reasons outlined, I'm satisfied UKIL has acted fairly here. So, I won't be upholding his complaint or asking UKIL to take any further action. This now brings to an end what we, in trying to resolve Mr L's dispute with UKIL, can do for him. I'm sorry we can't help Mr L further on this.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 3 October 2025.

Julie Mitchell
Ombudsman