

The complaint

Mr S has complained that Lemonade Insurance N.V. (“Lemonade”) declined a claim he made under his home contents insurance policy.

What happened

The background to this complaint is well known to both parties so I won’t repeat it again in detail here.

In summary Mr S had a contents insurance policy underwritten by Lemonade. On 3 March 2025 whilst out of the country, Mr S was made aware that someone had broken into his property. He believed that the theft was committed by an acquaintance who had stolen a spare key. He advised the council, who visited the property to secure it on 7 March 2025. The council took photos of the inside of the property.

On 10 March 2025 Mr S made a claim, providing evidence of some items that he thought were missing and stolen. Lemonade declined the claim; it felt that Mr S had failed to substantiate his loss and that there had been material contradictions and actions that had prejudiced its ability to investigate.

Unhappy Mr S referred his complaint to our service. Ultimately the investigator didn’t recommend that it be upheld. They didn’t find that Lemonade had treated Mr S unfairly.

Mr S appealed. He said that he had been the victim of a crime and that the outcome was very unfair.

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 reassure Mr S that whilst I’ve summarised the background to this complaint, I’ve carefully considered all the submissions he has made. In this decision though I’ve focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The relevant regulator’s rules say that insurers must handle claims promptly and fairly. And that they mustn’t turn down claims unreasonably. So I’ve considered, amongst other things, the contract terms, regulatory rules, good industry practice and the available evidence to decide whether I think Lemonade treated Mr S fairly. Having done so, and although I recognise that Mr S will be very disappointed by my decision, I agree with the conclusion reached by the investigator for these reasons:

- It is not in dispute that there was a theft, and this was reported to the police. The issue here is whether the claim was substantiated. It is for Mr S to demonstrate what items were stolen. It is unfortunate that when the theft occurred Mr S was out of the country. So that when he made the claim he wasn’t in a position to know what had

been stolen and the list of stolen items he gave was incorrect. By way of example it is apparent from the photos taken by the council that a number of items Mr S was claiming for remained in the property. Lemonade felt that this undermined the credibility of the claim presented – I don't think this conclusion was unfair.

- Mr S's policy requires the insured to *"provide evidence, proof of value and ownership, and help with our investigation"*. The policy also states: *"If you fail to provide complete and truthful information at any time... or to comply with any obligations agreed in this policy, we may... completely refuse coverage..."*. I do appreciate that Mr S not being in the country when the theft occurred meant that proving his claim wasn't easy. But it was for him to show with some accuracy what was stolen. I'm not persuaded on the evidence before me that he has done so. Mr S has provided some receipts as evidence of purchase – but these don't demonstrate that these items were in the property when Mr S left in February 2025.
- Likewise I accept that Mr S had inherited jewellery, but prior ownership is not evidence that the jewellery was in the property at the time of the theft. In the circumstances I don't find it was unreasonable for Lemonade to conclude that there was insufficient evidence to show the jewellery was stolen.
- Lemonade wanted to send a loss adjuster to the property to conduct a detailed interview to obtain a credible, first-hand account of the events. It also wanted to assess the plausibility of the claim (for example to see where the large number of items were stored) and to compile an accurate loss inventory to distinguish between damaged and stolen items. It had instructed loss adjusters to arrange the site visit. However, the visit wasn't possible as Mr S surrendered his tenancy and returned the keys shortly after having been contacted to make arrangements for this to happen. Mr S initially said that he wasn't aware of this request until after he handed the keys back to the council but later accepted that he was notified. I find that it was reasonable for Lemonade to request this visit in order to assess the claim and validate the circumstances of the loss. It is unfortunate that Lemonade's attempts to do so were thwarted.
- In all the circumstances I don't find that lemonade treated Mr S unfairly or unreasonably by declining to meet his claim when it did. I haven't disregarded Mr S' testimony about his current situation and I'm sorry that my decision doesn't bring him welcome news at this time.

My final decision

My final decision is that I don't uphold this complaint about Lemonade Insurance N.V.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 November 2025.

Lindsey Woloski
Ombudsman