

The complaint

Mr and Mrs A have complained after Liverpool Victoria Insurance Company Limited (LV) declined their claim under the contents section of their home insurance policy.

What happened

The details of what happened are well known to both parties. I will summarise them here.

In April 2025, Mr A made a claim to LV for items of jewellery he said he lost whilst on a shopping trip.

LV declined the claim. They said Mr A hadn't done enough to substantiate the claim and prove the loss. Amongst their reasoning for this, they said:

- Mr A had been vague during his interviews following the claim and had changed details of what happened.
- They didn't find it plausible that Mr A had not noticed the jewellery to be missing partway during the day, especially considering the weight of one of the items.
- There was insufficient record of the loss being reported to the shopping centre and no lost property form completed.
- A record of a subsequent call to the shopping centre security off on the date of loss could have been for a variety of other reasons.

Mr and Mrs A were unhappy with this and brought their complaint to our Service for an independent review.

Our Investigator looked into it and didn't think LV had handled it fairly. She said she felt Mr A had been consistent as you could expect in the circumstances and had done enough to prove the claim. She noted he had provided evidence of call records and it wasn't unreasonable he couldn't provide photos from the day (one of the requests from LV). She said recommended they reassess the claim and pay £150 to Mr and Mrs A for declining it unfairly.

LV maintained their position and as no agreement was reached, the case 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.

Having done so, I agree with the outcome reached by the Investigator. I think Mr A has done enough to substantiate the claim and I think LV should reassess it. I'll explain why.

- Mr A has provided a plausible account of events as to why he took the jewellery off and how he lost the items.
- Mr A has been able to provide the majority of documents asked of him in support of the claim.
- I find it reasonable that Mr A doesn't have any photographic evidence from the day.
- Whilst I would have expected the shopping centre to have a lost items report from the day, Mr A has evidenced through a call record that he contacted the security team on the day of loss. The length of the call is consistent with a report of loss, and I don't find Mr A responsible for the shopping centre not being able to provide any further evidence of this. I note Mr A has also made further unsuccessful attempts to gather further evidence from the shopping centre.
- Mr A has been accused of being vague and inconsistent, but I haven't found that to be the case. Mr A was consistent that he couldn't remember some of the exact details from the time he took the jewellery off, and I find that reasonable considering what he says was happening at the time. With his daughter unwell. It follows that I find it understandable Mr A has used language like "*I would have*" during his interviews and don't find this sufficient to present enough doubt to decline the claim.

Mr A has described to us how LV's investigation made him feel and the impact on him, especially as he was already upset at the loss of items that he had inherited and held significant sentimental value. Whilst LV are of course entitled to take reasonable steps to investigate and validate the claim, I agree that some of the steps taken were unreasonable and Mr A was shown a lack of empathy whilst clearly distressed. I agree £150 compensation for the handling of the claim is fair.

In summary, I don't think LV have acted fairly in declining the claim by saying Mr A hasn't substantiated it or proven his loss. They should reassess it and pay him £150 for the impact of their unreasonable handling of it.

Putting things right

Liverpool Victoria Insurance Company Limited should:

- Reassess Mr and Mrs A's claim based on the remaining policy terms and conditions.
- Pay Mr and Mrs A £150 compensation for the distress and inconvenience caused for the issues mentioned above.

My final decision

I uphold the complaint against Liverpool Victoria Insurance Company Limited and they should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 9 March 2026.

Yoni Smith
Ombudsman