

The complaint

Mr B has complained that Liverpool Victoria Insurance Company Limited (LV) unfairly declined a claim under his home Contents insurance policy.

What happened

In December 2024, Mr B made a claim for spoiled food in his freezer. LV settled the claim. In March 2025, Mr B claimed again for spoiled food in his freezer. LV settled the claim. In July 2025, made another claim for spoiled food in his freezer. LV assessed the claim and declined it. LV said Mr B had disposed of the food, so hadn't been able to show his loss. It said Mr B also hadn't taken steps after the first two incidents to mitigate his loss.

When Mr B complained, LV maintained its decision to decline the claim. So, Mr B complained to this Service. Our Investigator didn't uphold the complaint. He said Mr B disposed of the freezer food without taking photos of it. So, there wasn't evidence of what had been lost. He said it was reasonable for LV to expect Mr B to provide evidence of the loss. All three incidents seemed to be related to a fuse needing to be replaced. He said the policy explained that policyholders needed to take care to protect their property from loss. He said it was reasonable for LV to decline the claim.

As Mr B didn't agree, 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 don't uphold this complaint. I will explain why.

Over about seven months, Mr B made three claims for spoiled food in his freezer. LV paid the first two claims, but declined the third. So, I've looked at whether I think that was fair.

I've listened to the phone calls when Mr B raised each claim. During each call, Mr B said he had returned from being away and found the fuse had gone on the freezer. In each instance, he had disposed of the food by the time he contacted LV to make the claim. LV settled the first two claims. For the third claim, LV initially said it would settle it. However, a few days later, LV phoned Mr B and said its system had flagged that he had made a few similar claims. LV asked Mr B whether it was the same freezer for each claim. Mr B confirmed it was. Mr B also confirmed that no repairs had been carried out and that his gas and electricity provider didn't carry out that sort of work. Later in the call, Mr B said he had put a new fuse in the freezer. LV said this seemed to be different to what he had said earlier in the call. LV also said that during the second claim, it had told Mr B that he shouldn't really have thrown the food away.

Looking at the policy, it said:

“You or any other person covered under this insurance must:

...

- *co-operate and give us all the information relevant to your claim to help us validate and process it such as purchase receipts, valuations, photographs and reports.”*

I don't think this is an unusual requirement. During the second claim, LV told Mr B that he shouldn't have disposed of the food and that it might not always pay a claim if evidence couldn't be provided of the loss. So, I think Mr B was aware he might be asked to provide evidence of the defrosted food.

The policy also said:

“You or anyone in charge of your property must take care to:

- *Maintain your property in a good condition; and*
- *Protect your property from damage or loss; and*
- *Recover lost property.”*

So, this explained the requirements on Mr B to maintain his property in good condition and to protect his property from damage or loss. I don't think these are unusual policy requirements. For each claim, Mr B said the fuse had gone on the freezer. As part of reviewing the third claim, LV asked for more information about this. Mr B initially said he hadn't carried out any repairs and that he didn't think he had reason to do so. Later in the call, he said he had changed the fuse. However, I think it was reasonable for LV to rely on Mr B's first response, which was that no repairs had been carried out.

I've also take into account the case on 'reasonable care' *Sofi v Prudential Assurance*, which uses a test of recklessness. This explains that it needs to be shown that the insured was aware of the risk and either took no steps at all or took steps they knew wouldn't be adequate to avert the risk. By the third claim, I think it's fair to say Mr B was aware of the risk that the fuse might fail on the freezer and cause the food to defrost. Based on what I've seen, I think it was fair for LV to decide that Mr B didn't take steps to avert that risk.

So, having looked at what happened, I think it was reasonable that LV declined the claim. As a result, I don't uphold this complaint or require LV to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 January 2026.

Louise O'Sullivan
Ombudsman