

complaint

Mr and Mrs R are unhappy with the settlement and the delays in dealing with their home insurance claim for damage in respect of their contents by Legal & General Insurance Limited (L&G).

background

In October 2017 Mr and Mrs R had a fire in their garage. L&G accepted the claim for damage to buildings and contents. Mr and Mrs R complained to us about the initial delays, in respect of which an ombudsman issued a final decision awarding compensation. A final response letter in respect of those delays had been sent by L&G on 9 January 2018 and it was to that point which the previous ombudsman considered matters. So this decision concerns the claim settlement and any delays which occurred after 9 January 2018.

Mr and Mrs R complained that they were put under pressure to draw up a list of contents just after the fire and were told they could add items at a later date. When they compiled a more extensive list, this was queried by L&G. They also asked for the salvage company's list of items several times from early December 2017 but didn't receive it until late January 2018.

Further they complained that several items were classified as car parts or accessories and that if they'd been told that before the contents were cleared out they might have been able to salvage them. Also they thought it was unfair to classify as a car part a 1930's headlamp and some items taken off the car while a tow bar was fitted. They also said that some items of motorcycle clothing had deductions for wear and tear, as did some baby clothes for their still born baby.

L&G offered £100 for the delays. It also pointed out that the baby clothes were paid in full and that there was a deduction of £4 for waterproofs but otherwise the motorcycle clothing was paid in full.

On referral to this service overall our investigator thought that L&G had acted reasonably and that its compensation offer was reasonable.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

delays

I know Mr and Mrs R were unhappy at being asked to compile a list of contents so soon after the fire but I think that, however stressful it was to them, it was a reasonable thing to do as there is an urgency to clear fire damaged items away. Nevertheless I can understand it if, having been assured that they could add items later, when they drew up a more extensive list they were unhappy that L&G queried it and said it was a much more extensive list. They were also unhappy that L&G then asked to reassess the total contents value. But I think that that's the point of L&G's response – it wasn't the fact of adding a few items but that the list had nearly doubled in value. So I think that L&G was entitled to raise the queries and check that the contents weren't underinsured.

But I have noted that Mr and Mrs R had to ask several times for the list made by the salvage company. This took over six weeks to be provided. I've noted that payment in settlement

was sent out in February 2018 but I agree that the failure to supply the list did cause a delay. L&G offered £100 for this and I think that's reasonable in the circumstances.

car parts and accessories

Mr and Mrs R complain that a 1930s headlamp and a bumper reinforcer and fog light which Mr R had removed from his car to fit a tow bar, and a "media unit" were not accepted despite them not being what he described as spares or accessories. As was a caravan awning and inner tent.

The policy excludes "...vehicles... or their parts or accessories." (my emphasis) – an exclusion found in most home insurance policies. With regard to the 1930s headlamp I understand that this was a gift from a neighbour which Mr R had had for a number of years. But it was still a car part and kept in the garage (rather than being kept as part of collection or as a collectable).

The other parts were also car parts or accessories. The difference being that an accessory might be regarded as something "extra". But the difference here isn't important as both are excluded.

Also the policy excludes "*Caravans, trailers,or their parts or accessories.*" Which is why the caravan awning and inner tent (but not other camping items) were excluded.

Mr and Mrs R further complain that had they known the parts and accessories were excluded they might have been able to salvage some of them. Mr R says before the salvage company came they were told not to remove anything by L&G. But it is speculative to say that the items could have been salvaged. I can't say that if Mr and Mrs R had been specifically told about the exclusion before the salvage company removed the items, that they would have been able to salvage them. From the evidence of what was removed, which appeared to be just about everything, it seems unlikely.

clothing deduction for wear and tear

Mr R says that motorbike clothing had a deduction for wear and tear when it should have been treated as a safety item. In fact the only such item with a deduction was a waterproof which was over two years old and had £4 deducted. With regard to the baby clothing although it was initially proposed that there be a deduction, it was paid for in full. So I think that L&G acted reasonably in this respect.

drawing up contents list/ lying about the items

Mr R says he spent several days drawing up a detailed contents list. He felt that this was L&G's job and that it had promised to do this for several weeks. While I note what Mr R says, the list was very extensive and covered nearly £30,000 worth of items. In any insurance claim it is for the consumer to prove their loss and this would include itemising the contents lost. I don't propose to award any additional compensation.

Mr R also says L&G lied to him about the motorcycle gear and the age of it in order to reduce the claim. I can't say whether L&G lied – but I've set out my view in respect of those items and would observe that there was only a £4 reduction. In any contents claim there might be proposals and counter proposals – it doesn't show bad faith on the part of L&G..

overall

I think L&G was responsible for some delays in not passing on the salvage company's list to Mr and Mrs R but I think the compensation offered of £100 was reasonable. If L&G hasn't paid this and they want to accept the payment then Mr and Mrs R should approach L&G directly. I think that L&G acted reasonably in dealing with and settling this claim.

my final decision

I don't uphold the complaint and make no award against Legal & General Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 3 January 2020.

Ray Lawley
ombudsman