

The complaint

Miss H complains about London General Insurance Company Limited's ("LGICL") decision to decline her claim under her household warranty insurance policy.

What happened

Miss H says she was in the process of moving home and, while moving items, her television dropped down some steps outside, due to wet conditions. LGICL sent an engineer to inspect the damage and they then ordered the parts required to carry out a repair. Another engineer attended to carry out the repair, but they found the television was wet and made a report saying the television had now been water damaged due to being left outside. LGICL then declined the claim, so Miss H complained.

LGICL responded and explained the policy terms and conditions confirm LGICL won't cover a claim where a policyholder hasn't taken care of their television – and Miss H hadn't taken care by leaving her television outside. They explained the decision to decline the claim was therefore correct.

Our investigator looked into things for Miss H. She thought LGICL's decision to decline the claim was unreasonable and recommended they settle the claim and pay £100 compensation. Miss H agreed but LGICL disagreed so the matter has come to me for a decision.

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've decided to uphold the complaint. And, I think the investigator's recommendation is a fair way to resolve matters.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. The circumstances leading to the claim don't appear to be in dispute. LGICL say, when the second engineer attended, Miss H told him the television had been left outside in wet weather and he found additional water damage to the television. Miss H confirms the television was never left outside and there were wet conditions on the day of the incident which led to the water damage.

My starting point is Miss H's policy terms and conditions. This says Miss H's television is covered for accidental damage. It goes further and sets out what isn't covered, and this says damage caused deliberately and not taking care of your television. In the case of the latter, it says, *"We will always take into account the situation when the accidental damage occurred when assessing your claim."* I think the terms and conditions are clear on what will and won't be covered, so I've looked to see whether LGICL's decision is fair and reasonable.

The notes from the claim form say Miss H's television smashed while moving property, as it dropped down some concrete steps. LGICL have based their decision on a report provided by the second engineer who attended. This is set out in an email from LGICL's repair agent which says the first engineer inspected the television and identified which parts were required to carry out a repair – and the claim was then approved, and the parts were ordered. It says, *"Engineer has gone to site today to attempt repair, but customer has now advised the TV has been left outside and also has water damage present, but there was no water damage present when the 1st engineer inspected...at this point the TV is essentially unrepairable, as a full new TV would be required."*

LGICL say the water damage, which has now left the television unrepairable, was caused between the first and second engineer visits – and they say this was as a result of Miss H leaving her television outside. Miss H's testimony on the cause of the original damage has remained consistent – she says it was caused by the television dropping onto concrete steps while moving the television from her house to a removal van. Miss H says she was uncertain about what the insurer might ask for, so she took some photos on the day of the incident. Miss H has provided the photos and I can see the location where the television was dropped – and this shows concrete steps which are wet and also the presence of puddles, together with the television. Miss H says she then took her television inside her house and took more photos. These photos show significant water marks to the front and back of the television, and one photo where there appears to be a small puddle of water underneath and beside the television.

Miss H explains, in order to transport the television, she then placed it inside a mattress protector. She says, once she arrived at her new address, she kept the television in the mattress protector and placed it in the kitchen – and she has provided photos of this. Miss H explains the first engineer attended and stayed outside the back door of the kitchen. She says she moved the television towards him and opened the mattress protector. Miss H says she thought the engineer would take the television out of the mattress protector, but instead he looked into it and briefly glanced at the damage. She says he felt the television was repairable and an engineer would attend once the parts were received. Miss H says, when the second engineer attended, he helped her move the television from the same place in the kitchen. She says the engineer set up a bench outside to carry out the repair but, once he started removing the mattress protector, he noticed there was water damage and explained, even if a repair was possible, there would be no guarantee the repair would be lasting and effective due to the water damage. Miss H explains the engineer said the appropriate resolution here would be a replacement television and he would write a report to that effect.

LGICL then informed Miss H her claim had been declined based on the second engineer's report, so she called them to raise a complaint. Miss H says she also called the engineer the same day and left a voicemail. She says the engineer then called back and she mentioned about his report not being consistent with their discussion on the day of the visit. Miss H says the engineer apologised and explained he hadn't said Miss H had left the television outside in the rain. Miss H says the engineer agreed to speak with his manager about this. She says the engineer asked Miss H to send him details of her address. Miss H says she then sent her address by text and the engineer responded confirming he would speak with his manager.

Miss H has provided screenshots showing two calls with the engineer on the same day she raised a complaint. One is an outgoing call which lasts just over a minute and a half, and the other is an incoming call which lasts over three minutes. Given the duration of the calls, I'm persuaded the first call was a voicemail and the second call was a more detailed conversation. Miss H has also provided a screenshot showing her text message exchange with the engineer and this shows she sent details of her address to the engineer one minute after her call with the engineer would've ended. The engineer then responds and says, "As a

follow on from our conversation on the phone I have raised this issue with my manager who is going to look into it personally for you sorry for any trouble caused." I acknowledge the engineer doesn't confirm in the text message that there has been an error in LGICL claiming he said Miss H's television was kept outside. But, given these calls and text message are consistent with Miss H's testimony, and are also contemporaneous evidence of what Miss H says happened on the day, I'm persuaded by Miss H's account of events relating to the nature of the calls with the engineer. And, that being the case, I think it's more likely than not Miss H didn't say to the engineer she'd kept the television outside.

LGICL say there was no evidence of water damage during the first engineer visit and they must've taken the television out of the mattress protector in order to determine what parts were required. I do acknowledge this, but there's no report from the first engineer. I can see our investigator has asked for this, but LGICL say they don't receive an actual report and refer to the email sent by their repair agent. Without seeing a report commenting specifically on the condition of the television and the first engineer's findings, I can't say for certain whether the engineer did remove the mattress protector or not. I acknowledge LGICL's point about how the engineer wouldn't have been able to determine what parts were required without carrying out a full and thorough inspection. But, I've seen photos showing the television inside the mattress protector with the zip open, and it provides a reasonable view of the television inside and the damage. So, I can't say it wouldn't have been possible under any circumstances for the first engineer to have made an assessment with the television still inside the mattress protector. In addition to this, the photos which Miss H took immediately following the incident do show the presence of water on the television – so even if the first engineer made no comment about water damage, I'm not persuaded this means there was never any water damage to the television at the point of the first visit.

LGICL say, when the second engineer attended, the television was outside and their photos evidence this. I agree the engineer's photos are taken outside but this also supports Miss H's testimony about the engineer deciding to work on the repair outside. I haven't seen any photos showing the television located outside on the engineer's arrival. The photos taken by the engineer show the mattress protector open so it's clear they'd already inspected it – and it doesn't disprove Miss H's account that she helped the engineer take the television outside. In addition to this, the engineer's photos show the television still wrapped in the mattress protector. Had the television been left outside, I would expect the mattress protector to also be very wet – but there's no comment about this from the engineer.

I can see LGICL say they don't believe a television being dropped outside onto wet steps would cause the level of water damage reported, and it's more likely this water damage is attributable to the television being left outside between the two visits. I acknowledge LGICL's point here but this doesn't persuade me the television was left outside. The photos taken by Miss H and the engineer show considerable damage to the television. This appears to be accepted by the second engineer as the repair agent's email says the television "*...is severely damaged and has fully come apart...*" That being the case, I think it's reasonable and safe to conclude any water will have had a number of access points to get inside the television when it first fell. And the photos provided by Miss H show a pattern of water marks consistent with it raining at the time the television fell – something which Miss H confirms was the case.

In addition to this, I note the email from the repair agent refers to water damage, but it doesn't say the extent of the water damage or why, given the level of water damage, it could only have been caused by rain as a result of the television being kept outside.

I've weighed up all of the evidence and taken into account the testimony of both parties. While I can't say with absolute certainty whether Miss H did tell the second engineer her television was kept outside, I've decided this complaint based on the balance of probabilities – that is, what I think is more likely the case than not. The evidence provided by LGICL

doesn't persuade me that it's more likely than not Miss H's television became water damaged by being kept outside. So, for this reason, I think LGICL should settle Miss H's claim in line with the remaining terms and conditions of the policy.

From the information I've seen, it's clear Miss H has been caused upset and frustration as a result of her claim being declined. Given that I think the decision to decline was unreasonable, I think LGICL should pay Miss H compensation for the impact of this – and I think £100 is fair and reasonable in the circumstances.

I wish to reassure LGICL I've read and considered everything they've sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Putting things right

I've taken the view that LGICL have unfairly declined Miss H's claim. So, they should settle Miss H's claim in line with the remaining terms and conditions of the policy. LGICL should also pay Miss H £100 compensation for the upset and frustration caused.

My final decision

My final decision is that I uphold the complaint. London General Insurance Company Limited must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 17 November 2023.

Paviter Dhaddy
Ombudsman