

## **The complaint**

Mr and Mrs H complain about Advantage Insurance Company Limited (Advantage) handling of their claim under their home insurance policy.

Any reference to Advantage includes its agents.

## **What happened**

Mr and Mrs H held a home insurance policy with Advantage. Following an escape of water at their home, they made a claim as there was damage caused to some rooms. Advantage sent its contractor to detect the leak, but no leak was found. Based on this, Advantage declined the claim.

Sometime later, Mr and Mrs H sent Advantage further information, one of which was a video showing there was a leak present. Advantage carried out a further inspection and based on this, accepted the claim. It made a settlement offer, which was accepted by Mr and Mrs H.

Mr and Mrs H complained to Advantage as they weren't happy with various aspects of their claims journey. They said they experienced delays and general poor service from Advantage.

In its final response, Advantage accepted the level of service Mr and Mrs H experienced, wasn't to an acceptable standard. It apologised for the initial decline of their claim, the delays and the poor communication they experienced. It offered and paid £200 compensation for the trouble and upset this caused.

Mr and Mrs H remained unhappy. Not least as they said, Advantage hadn't reimbursed all their expenses for the independent contractor they used to detect the leak. So, they referred a complaint to this service.

An investigator considered the complaint and didn't think it should be upheld. He said Advantage had apologised for the poor service and paid Mr and Mrs H £200 compensation, which was fair. He also said, he would expect Advantage to consider Mr and Mrs H's expenses for the use of their own contractor, provided they were able to evidence this.

Advantage accepted the view, Mr and Mrs H did not. They reiterated their complaint points and believed Advantage ought to reimburse the leak detection costs they incurred. They also felt the compensation should be increased, to reflect the impact on them.

As the matter couldn't be resolved, it has been passed 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 don't uphold this complaint, for much the same reasons as the Investigator. I understand this will be a disappointment to Mr and Mrs H, but I hope my findings go some way in explaining why I've reached this decision.

Firstly, I acknowledge Mr and Mrs H had strong views about what happened during their claims journey. And I accept the level of service they experienced, was poor. I think it right Advantage acknowledged and apologised for the errors, as well as paid compensation to them. I'm aware Mr and Mrs H have raised several complaint points, all of which I've considered. But given the informal nature of this service, we won't necessarily comment on each point raised, but we will look at the main issues of the complaint.

Mr and Mrs H complain about the poor service they received from Advantage, and that they weren't reimbursed for the expenses they incurred, in obtaining the leak detection report. They also complained about the amount of compensation Advantage paid, as it didn't fairly reflect the impact on them. So, I've focused my findings on these issues.

Regarding the leak detection report expenses, I note Advantage has confirmed its willingness to pay those expenses, upon receipt of proof. It said a paid invoice which shows the leak detection charges Mr and Mrs H said they paid, would suffice. From what I've reviewed, I can't see Mr and Mrs H have provided a detailed breakdown of those costs.

I understand Mr and Mrs H would like Advantage to pay the '*average*' cost of a plumber, as they don't have a breakdown. But I don't think it's fair or reasonable, not least as Advantage confirmed its willingness to reimburse the costs (on production of proof). But also expenses the policyholders incurred, should be specified, to be claimed. So, I think Mr and Mrs H ought to obtain this for Advantage to consider.

I've next looked at the amount of compensation Advantage paid. Mr and Mrs H said the amount of £200, ought to be increased given the impact of Advantage's errors had on them. I must say any home insurance claim is likely to involve a homeowner in some inconvenience. But we would expect where an insurer has caused more than just minimal inconvenience to a policyholder, for it to pay compensation for the errors caused.

Having reviewed the impact on Mr and Mrs H of Advantage's errors, I do think the impact caused more than the level of frustration and annoyance a policyholder could experience during their claims journey.

The errors required a reasonable effort to sort out, for instance, Mr and Mrs H having to obtain a report to overturn the initial decline. However, I haven't been provided with information from Mr and Mrs H as to why it took a few months for them to appeal the decline and provide the alternative information. So, I'm unable to agree that Advantage ought to increase the compensation it paid, as it was fair for Advantage to rely on the initial reports from its expert, who recommended the claim be declined.

Taking the above into account, I don't uphold Mr and Mrs H's complaint, as I don't agree Advantage acted unreasonably in paying the £200 compensation for the inconvenience and stress it caused. I also think it's fair that Advantage is willing to consider any expenses Mr and Mrs H incurred due to the leak detection report costs, provided they can submit proof. I understand this is likely to be a disappointment to Mr and Mrs H, but I won't be asking Advantage to do anything further to resolve this complaint.

**My final decision**

For the reasons given, I don't uphold Mr and Mrs H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 9 May 2024.

Ayisha Savage  
**Ombudsman**