

## **The complaint**

Mr R is unhappy Advantage Insurance Co Ltd (Advantage) refused to accept responsibility for damage caused during his claim repairs.

## **What happened**

Mr R had a buildings and contents insurance policy underwritten by Advantage.

Advantage accepted Mr R's claim for damage caused by a leak. The claim itself is not part of this complaint, so I won't go into further details.

During repairs, Mr R noticed a dent in his fridge. He said Advantage's contractors must've caused the damage, so he complained. Mr R wanted Advantage to pay compensation for the damage and distress caused.

Advantage said there were several contractors at Mr R's home during repairs, some of which were privately appointed. As Mr R couldn't say which contractor caused the damage, Advantage didn't accept liability. So Mr R brought his complaint to us.

One of our investigators looked into the complaint, but she didn't think it was one we could uphold. That was because Mr R hadn't provided any evidence of who or what caused the damage, so it would be unreasonable to hold Advantage responsible.

Mr R didn't agree. He provided time stamped photos of the damage, along with evidence that his own contractor wasn't present until after he noticed the damage.

Our investigator said the evidence changed her view. She thought Advantage should pay the repair cost and £100 compensation for Mr R's distress and inconvenience.

Advantage didn't agree. It said the photo's time stamp could be changed. And the evidence of the contractor's start date didn't prove that Mr R hadn't used another contractor before that.

As neither party agreed with our investigator, the complaint was passed to me to decide.

I issued a provisional decision in April 2024 explaining that I was minded to not uphold Mr R's complaint. Here's what I said:

### ***provisional findings***

*The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. The regulator's principles say that firms must act in the best interests of their customers and treat them fairly.*

*Mr R's claim wasn't a typical claim, in that he wasn't claiming under his policy for peril-related damage. Rather, his claim was that Advantage caused the damage so it should pay to put the damage right.*

*My role, then, is to look at whether Advantage treated Mr R fairly and in line with the rules and principles when it refused to pay for his fridge repair.*

*To uphold Mr R's complaint, I'd need to see enough evidence to persuade me that Advantage, more likely than not, caused the damage. Unfortunately, it's difficult for either party to prove that contractors did or didn't cause the damage. So, I've considered the evidence to determine which I find more persuasive in all the circumstances.*

*Mr R provided:*

- *Amongst others, a time stamped photo showing a dent in his fridge.*
- *Screenshots of messages with his contractor indicating they weren't on site until the following month.*
- *Similar screenshots showing work didn't start for a further month*

*Advantage provided:*

- *A record of calls between it and Mr R.*
- *Photos of the fridge before it completed any work.*
- *Commentary on how to change a photo's time stamp.*

*I agree with Advantage it's possible to change the time stamp on a photo. That's not to say I think Mr R did change it: it's simply a fact that it's possible. So, I've thought about the circumstances of when Mr R reported the damage to Advantage.*

*The photo was time-stamped June 2023. Mr R reported the damage to Advantage in August 2023. During the weeks between those dates, Mr R spoke with Advantage five times. The first contact was within days of when he said he found the damage. Mr R said he just didn't remember to mention it when he called. I don't doubt that. But given that he photographed the damage, it's not clear why Mr R didn't call Advantage specifically to report it.*

*I listened to the call recording from August when Mr R did report the damage. He called first to report the damage and then asked about another matter. Mr R didn't mention anything about having noticed the damage sooner, or that he'd forgotten to report it during previous calls.*

*Mr R said there was nothing else around the fridge that could've banged into it to cause the damage. Again, I have no reason to doubt what he says. But I note his claim under his policy for the damage caused by a leak included his ceiling coming down in the kitchen. Therefore, I can't reasonably conclude that Advantage, rather than something or someone else, caused the dent in the fridge.*

*Advantage said its photo of the fridge showed the damage was pre-existing. I can't agree there's clear evidence of existing damage. I don't think the angle of the photo provides sufficient clarity to reach such a conclusion.*

*In summary, when Advantage looked into Mr R's complaint about the dent in his fridge, I think it responded fairly and reasonably in the circumstances. The responsibility was on Mr R to show that Advantage likely caused the damage, but I don't think the evidence supports what he says.*

*Overall, based on the evidence available, I'm not persuaded Mr R has shown that Advantage, more likely than not, caused the damage.*

*Should Mr R identify any further evidence to support his claim, then I'd expect Advantage to reconsider. But, as it stands now, I see no reason to ask Advantage to do any more in respect of Mr R's complaint.*

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

## **Responses**

Advantage didn't provide any further comments.

Mr R provided further photos and supporting commentary, which I'll summarise here.

While Mr R agreed that the photo timestamp could be changed, he pointed out that the original timestamp details remained evident alongside the adjusted date. He offered to provide the photo file for inspection. Mr R also asked for copies of Advantage's photos.

Further to this, Mr R said the delay reporting the damage to Advantage didn't have any bearing on the situation. Nevertheless, he explained why it took him so long. Mr R said he needed to get proof of who caused the damage, and the photos of his fridge before the damage were on an old phone. He also said it was difficult to get a clear picture because the kitchen is narrow.

## **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'm not persuaded that any change in outcome is warranted. Therefore, I've decided not to uphold Mr R's complaint. That said, I'll respond to his further comments here.

To be clear, I haven't based my decision on the photo's timestamp. While I agreed with Advantage's comment that it could be changed, I have no reason to think Mr R made any such amendments. I didn't rely on the photos because, as I said in my provisional decision, I couldn't reasonably conclude that the photo indicated Advantage's contractor had caused the damage. So, while Mr R offered the full photo files, I haven't considered that necessary because it doesn't change the fact that there's insufficient evidence of who caused the damage.

Mr R asked for a copy of Advantage's photos, which we have sent to him. Though I should point out that I didn't rely on Advantage's photos, either, in reaching my decision. That's because I didn't think the photos showed clearly enough anything Advantage said they did.

Although Mr R doesn't think his delay reporting the damage to Advantage has any bearing on the situation, I don't agree. If Mr R thought Advantage's contractors caused the damage, with enough conviction that it prompted him to take a photo on the day he found it, it's reasonable to think he'd have contacted Advantage that same day, or very soon after. Mr R spoke to Advantage three times in the week after he took the photo, yet he waited almost three months to tell it about the damage. I can't reasonably say that waiting to get old photos of the fridge would've stopped him telling Advantage about the damage straight away. And it's this delay which caused me to question whether there could be any degree of certainty about how the damage happened.

When considering Mr R's complaint, I noted how difficult it would be for either party to demonstrate how the damage happened. So, to uphold Mr R's complaint I'd need to see something that persuaded me it was more likely than not caused by Advantage's contractors. Given the overall circumstances, I haven't seen sufficient evidence to persuade me that's the case. Therefore, I see no reason to conclude that Advantage is responsible for any repairs.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, my final decision is that I don't uphold Mr R's complaint against Advantage Insurance Co Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 29 May 2024.

Debra Vaughan  
**Ombudsman**