

## **The complaint**

Mr H complains Advantage Insurance Company Limited (Advantage) declined the claim he made under his home insurance policy.

## **What happened**

The events of this complaint are well known to both parties and so I've summarised events. In June 2023 Mr H's property was broken into and personal belongings stolen. He submitted a claim under his home insurance policy with Advantage. Advantage carried out enquiries and in March 2024 it repudiated the claim. Mr H was unhappy with this, and the length of time the investigation had taken and so raised a complaint.

Advantage issued a final response to Mr H on 4 April 2024. It said based on the evidence it received and the investigation carried out by its validation team it was unable to validate the claim. It said there were also inconsistencies identified during the investigation. It said the validation team would review what Mr H had said and be in contact again about the outcome of his claim. It said the validation process can take some time and there is no set timeframe for it to be completed. Mr H didn't think this was reasonable so referred his complaint to this Service.

Following Mr H referring his complaint to this Service, Advantage sent Mr H a further communication maintaining its decision to decline his claim. It said it was unable to validate the event occurred as reported. It said Mr H's property is covered by CCTV cameras which means it cannot be accessed without being captured. It said the property was alarmed with motion sensors but no noise was heard by neighbours, and the notifications from the alarm were not reviewed by Mr H. It also said its validation enquiries had highlighted inconsistencies between the reports.

Our investigator looked into things. She said she thought most of the information in the police report was accurate in terms of what Mr H provided in his statements. She said she thought given the evidence provided by Mr H, the confirmation the window was broken into, the police report and clear CCTV of masked individuals in Mr H's home meant Advantage hadn't fairly declined Mr H's claim. She said based on the evidence provided she thought Mr H's version of events is more likely than not to have happened. She said she thought Advantage should accept Mr H's claim and pay £350 compensation for the distress and inconvenience it caused to Mr H.

Mr H accepted our investigator's view but Advantage rejected it. It provided a detailed response but in summary it said it maintained the position it set out in its decline letters and subsequent responses. It pointed to the thieves not being captured on external CCTV, no alarm being heard on the internal CCTV, the alarm alerts not being checked or kept by Mr H and inconsistencies in Mr H's signed statement.

As Advantage didn't agree with our investigator, the complaint has been passed to me to decide.

## **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.

I want to acknowledge I've summarised Mr H's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr H and Advantage I've read and considered everything that's been provided.

The relevant rules and industry guidance explain Advantage should handle claims promptly, and fairly, and shouldn't unreasonably reject a claim.

When making a claim on an insurance policy, the onus is on the policyholder to demonstrate the claim is one covered by the policy. If the insurer wishes to rely on an exclusion or a condition to decline a claim, the onus will then shift to it to show this should apply.

The terms of Mr H's policy explain he is covered for loss or damage caused by theft or attempted theft. Therefore, to make a successful claim, Mr H would need to demonstrate he has suffered loss or damage due to theft or attempted theft. So I've considered the evidence provided to see whether Mr H has shown an insured event has taken place in the circumstances of this case.

Mr H has provided CCTV of a masked intruder in his property and intruders can be seen at the kitchen window. Advantage's appointed agent has confirmed there was damage to the kitchen window and this damage was sufficient to force open and gain entry. Mr H has also provided a police report, and it appears it is accepted Mr H has had belongings taken. Based on the evidence provided, I'm satisfied on its face Mr H has been able to show an insured event has taken place – namely a theft.

Advantage haven't sought to rely on a policy condition or policy exclusion to decline Mr H's claim. Instead it has raised a number of concerns which it says shows the theft hasn't taken place as reported. Therefore I've considered whether the concerns Advantage have raised are sufficient to demonstrate an insured event hasn't taken place. I've considered these points individually.

### **CCTV**

Advantage have said Mr H's property is covered by ten CCTV cameras, some of his own and some belonging to his neighbours. The only CCTV which captures the intruders was the internal camera Mr H owns. Advantage have said its loss assessor attended Mr H's property and concluded all access routes to the property are covered by the CCTV cameras belonging to Mr H and his neighbours. It said it is impossible for the thieves to enter the property without being captured on CCTV. Mr H has said it is possible given it happened during this burglary. He has also said the camera facing the rear of his property is a cheap camera, placed up high against a double-glazed window.

I can appreciate why Advantage may find it unusual or surprising that the thieves weren't captured on any external CCTV cameras. The reason isn't clear to me, and there may be a variety of reasons CCTV isn't available of the thieves external to Mr H's property. Advantage hasn't put forward any theories regarding this, other than to say it can't be explained. But ultimately there is internal CCTV of an intruder in Mr H's property, and damage to the kitchen window which supported an entry into the property. And so, I'm not satisfied the intruder/intruders not being captured on external CCTV means the theft hasn't take place,

nor that an intruder wasn't present in Mr H's home.

### *Alarm and alarm system*

Mr H's property has an alarm system. Mr H has said if any of the infrared sensors are activated, an alarm is set and he would receive a notification to his phone. Mr H has said he received a number of these notifications whilst away from his property, but he didn't check these at the time. Advantage have said it is unusual Mr H wouldn't have checked these notifications. Advantage have said the internal CCTV does have sound, but there is no alarm sounding.

Advantage have also said Mr H's neighbours reported not hearing an alarm sounding on the day of the theft. It has said in Mr H's mother's statement she said she disabled the alarm when entering the property but the information from the alarm company's website doesn't suggest the alarm would reset. Mr H has said he has often had false alarms, and the alarm isn't particularly loud and so it's understandable the neighbours wouldn't have heard it. He also said the alarm resets itself after a period of time.

I've watched the CCTV and I'm satisfied there is sound, and an alarm can't be heard in this clip. I can also see in Mr H's mother's statement she has said she disarmed the alarm, and the alarm system's website doesn't suggest the alarm would reset. I can also understand why Advantage may believe it's unusual Mr H didn't check the notifications on his phone.

However I don't think the specifics of the alarm or the notifications Mr H received materially impacts whether or not the theft took place. As explained, the CCTV shows thieves inside of Mr H's property, and so whether an alarm was sounding or not, or whether Mr H checked his notifications or not, doesn't mean an insured event, in this case a theft, hasn't taken place.

### *Inconsistencies in Mr H's statement*

Advantage have said there were inconsistencies in Mr H's signed statement. In his signed statement Mr H has said the thieves didn't enter the first floor of his property. However in the police report it says Mr H reported every room had a 'messy search'. Mr H said he didn't at any point say the thieves didn't enter the first floor of the property as every room was entered.

Whilst I acknowledge Mr H has said he didn't say the thieves didn't enter the first floor of the property, his signed statement states, *'As far as I am aware, the Thieves did not access the first floor of the property.'* So I agree this statement is inconsistent with the police report. However there being an inconsistency in Mr H's signed statement also doesn't mean an insured event hasn't taken place. Whether the thieves entered the first floor of the property or not doesn't negate the other evidence Mr H has provided, nor mean an insured event hasn't occurred or disprove the evidence I've outlined above.

### *Other concerns*

Advantage have raised a number of other concerns. I won't list them all here, but they include the time the theft was reported to the police, Mr H saying arrests had been made in connection with the theft and the unusual behaviour of the thief in the CCTV in relation to them opening a bin. I have considered all of the concerns Advantage have raised, but none of these concerns materially impact whether the theft has taken place or not.

Based on the evidence provided I'm not persuaded it was fair or reasonable for Advantage to decline Mr H's claim for the reason it has done. I think the evidence Mr H has provided demonstrates an insured event has occurred. And whilst I can understand why Advantage

have raised some of the concerns it has done, I'm not persuaded it has shown an insured event hasn't taken place.

As I'm satisfied Mr H has been able to show he has suffered a loss following an insured event taking place, and Advantage haven't sought to rely on any policy conditions or exclusions to decline Mr H's claim, it should accept Mr H's claim and consider it in line with the remaining terms of his policy.

Mr H has been caused distress and inconvenience due to his claim being declined. Mr H having his home broken into and property stolen would have been upsetting and so to have his claim declined has caused him further distress. It has also meant he has had to wait longer than he should have done for his claim to be appropriately considered. Taking this all into consideration I think Advantage should pay Mr H £350 compensation to acknowledge the impact this has had on Mr H.

### **My final decision**

For the reasons I've outlined above I uphold Mr H's complaint about Advantage Insurance Company Limited. I require it to:

- Accept Mr H's claim as a theft and consider it under the remaining terms of the policy
- Pay Mr H £350 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 March 2025.

Andrew Clarke  
**Ombudsman**