

The complaint

Mr C complains Advantage Insurance Company Limited (“Advantage”) declined a claim he made on his contents insurance policy after his carpet was damaged.

What happened

Mr C has home insurance with Advantage. The policy provides cover for both buildings and contents; and Mr C pays an additional premium for accidental damage.

In August 2024 Mr C had cleaned his bathroom floor with a mould spray. A visitor, unknowingly, stepped in the spray and then walked into Mr C’s bedroom. As a result, Mr C says the carpet was damaged.

Mr C submitted a claim to Advantage in August 2024 and emailed photos of the affected area of the carpet as requested. A week later Advantage attended Mr C’s home to assess the damage and validate the claim.

In September 2024 Mr S received a request for further photographs of the carpet area – in particular the affected bedroom in full and the bathroom from where Mr C’s visitor stepped on causing the damage. Mr C sent the photographs as requested. The following day he was asked to provide Advantage with close up photographs of the floor close to the bathroom entrance, which Mr C duly provided. He was asked to provide further photographs of the bedroom floor and the mould spray that was used on the carpet. Again, Mr C provided those photographs to Advantage as requested.

In October Advantage contacted Mr C and asked him questions about the circumstances around how the carpet came to be damaged. Mr C says he felt Advantage were trying to find ways to get out of paying to replace the carpet. The following day Mr C received a letter from Advantage declining his claim.

Mr C paid an additional premium for accidental damage cover, but he says it hasn’t been honoured. Mr C says he purchased the policy to protect his contents against accidental damage and when his carpet was damaged, he wasn’t provided any cover. He says this has cost him around £2,000 in replacing the carpet.

Mr C says the service he received was extremely poor and slow. The claim wasn’t processed in a timely and efficient manner, if it had been he would have been able to clarify information that Advantage say wasn’t clear. Mr S wants Advantage to settle his claim and pay him compensation for the poor service it provided. So, he complained.

Advantage apologised for the service Mr C received and accept it didn’t meet the standards he was entitled to expect. Advantage agreed there were delays in dealing with Mr C’s claim. So, it paid him £75 to apologise. But it didn’t accept Mr C’s claim. Advantage said there were inconsistencies in Mr C’s explanation of events and given the nature of the damage it didn’t think it matched the circumstances described. Since Advantage couldn’t validate the claim it was unable to consider the matter under Accidental Damage.

Mr C didn't agree with Advantage's response to his complaint so referred it to this service. Our investigator concluded Advantage had apologised for the delay in dealing with the claim and paid £75 which he thought was reasonable. The investigator said since Advantage were unable to determine the cause of accidental damage it was reasonable to decline the claim.

Mr C didn't agree. He said the reason for the pattern of damage is because you'd expect to see mould spray damage wherever the visitor trod most and hardest; this is why the damage to the carpet at the top of the stairs is where the most significant depression is made. Mr C says his claim meets the definition of accidental damage, so the claim should be paid. Because Mr C didn't agree the complaint has come 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.

Having done so I'm not upholding the complaint. I know this will come as a disappointment to Mr C; I'll explain my reasons below.

Mr C has provided detailed testimony about what happened and why his claim should be covered by the policy. I want to assure Mr C I have read and considered everything he has provided. 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 reflects the informal nature of our service.

The claim

When considering this claim, I've started from the general principle that where a policyholder makes a claim for loss, the onus in the first instance is for them to show there's been an insured event that is covered by the terms of the policy.

Mr C's description of the circumstances, in which he says bleach transferred from the upstairs bathroom floor to his bedroom carpet on the socks of a visitor, led to the damage to the carpet and stairs. I've thought about this carefully. It's clear Mr C has strong views about what happened, which I can understand. Despite the circumstances described, this doesn't persuade me the damage was caused this way.

Mr C says he doesn't know why his visitor went into his bedroom and wasn't aware he did go into his bedroom until he saw the damage to the carpet. His evidence to Advantage suggests he presumed that is what happened, but he didn't actually witness the events that led to the claim. Mr C provided positive confirmation and said he thought that was what happened. But there is no way to prove that caused the damage claimed for.

So, there is nothing to substantiate when and how the damage occurred. It isn't definitely known Mr C's visitor picked up the bleach on their socks and transferred it to the bedroom. It isn't clear why there isn't a more defined pattern of damage along the route the visitor took from the bathroom to the bedroom. It isn't definitely known why there is further damage to areas of the carpet not initially disclosed to Advantage when the damage was reported. And in the absence of any evidence, I can't say it's fair to ask Advantage to pay the claim. I think Advantage has acted reasonably to try and validate the claim and when it wasn't able to, the claim was declined.

Ultimately Advantage wasn't satisfied the damage to the carpet was as a result of accidental damage. It based its decision on an assessment by its contractor in the weeks after the incident was reported, and the information provided to it by Mr C.

There is no dispute that there is damage to Mr C's carpet as evidenced by the photographs provided. However, I haven't seen anything which persuades me the damage to the carpet occurred as Mr C says it did. I say this because there is no evidence that definitively confirms the cause of the damage.

Mr C hasn't provided sufficient evidence to support his view that damage to the carpet occurred in the way he says. Therefore, I think Advantage acted fairly. It has used the details provided from the claim to validate it and has made a reasonable decision in line with the terms and conditions.

I know my decision will come as a disappointment to Mr C who has clearly been through a frustrating time. But in order for me to compel Advantage to pay the claim I need to be able to say it did something wrong or unreasonable, and I can't say that here on the evidence.

My final decision

For the reasons explained above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 28 April 2025.

Kiran Clair
Ombudsman