

The complaint

Miss M is unhappy that Advantage Insurance Company Limited (“Advantage”) declined her accidental damage claim under her contents insurance policy.

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Miss M claimed under her policy for accidental damage to her TV and laptop. She explained that, during a party, the TV had been knocked off the corner unit and landed on the laptop which was on the floor. The screens of both were smashed. Miss M said that she hadn’t witnessed the accident, but her daughter told her that the TV had been knocked over accidentally.

Advantage inspected the TV and laptop and concluded that both were damaged beyond repair. However, after a number of calls with Miss M to validate her claim, Advantage wasn’t satisfied with the explanation of events. It declined her claim.

Unhappy with its response, Miss M complained. She said she’d provided the information asked of her and Advantage had unfairly declined her claim. Advantage didn’t uphold Miss M’s complaint. In its final response, Advantage said:

“... we are not able to validate the claim due to the version of events not being 100% accurate as to what happened, as you were not in the room.”

“[Advantage] cannot uphold the ... complaint due to the claim not being within the terms of the policy.”

When Miss M brought her complaint to us, our investigator didn’t think Advantage had declined her claim fairly. She said Miss M’s explanation of the incident was plausible and she didn’t think Advantage’s investigation was sufficient to decline the claim.

Advantage didn’t agree. It said it couldn’t see how the TV had been knocked off the unit from behind, accidentally, given how close the two sides had been to the wall. Advantage also said it was unusual for the laptop to be on the floor because there would’ve been room for it on the unit next to the TV and closer to a plug socket.

The complaint was passed for an ombudsman 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’ve decided to uphold Miss M’s complaint for broadly the same reasons as our investigator.

The relevant regulator's rules say that insurers must handle claims promptly and fairly, and that they mustn't turn down claims unreasonably. Here, Advantage declined Miss M's claim, but she didn't think it was fair. So, amongst other things, I've considered the recordings of calls between Miss M and Advantage, the policy documents, and the reasons Advantage gave for declining the claim, to decide whether it handled Miss M's claim in line with the policy. And whether it was fair and reasonable in the circumstances.

When Miss M made her claim, her responsibility was to show that an insured event had occurred. She described the circumstances as far as she understood how the damage happened. Miss M said from the start that she hadn't seen the accident, so she was reliant on information provided to her by her family members. Having listened to the call recordings, I think Miss M was generally consistent in her report of what happened. And I think that's understandable given that she was relaying the information provided to her by her family. Miss M's description of events is consistent with the policy definition of accidental damage:

Accidental damage

Sudden unexpected and physical damage from an external identifiable cause which has not been caused on purpose.

Therefore, I think Miss M fulfilled her responsibility in making her claim.

From this point, Advantage ought to have paid the claim or explained why the policy didn't respond in the circumstances. In its letter to Miss M informing her that it had declined her claim, Advantage said:

"On review of the damage and location of the TV, it's not clear how it would have been knocked over and fallen onto the laptop. When we discussed this in our recent call, no further detail could be supplied as you weren't in the room.

"We're currently unable to settle the claim, as we're unable to validate an insured event of Accidental Damage has occurred based on the information supplied. Following our conversations, we've been unable to establish how, considering the TV's position, it would have been knocked over onto the floor damaging the laptop."

The policy sets out the detail of the contract between Miss M and Advantage. On page 48 of the policy booklet, there's a list of exceptions to the cover for accidental damage. This list includes things such as mechanical breakdown, loss of data, and contamination. Advantage didn't decline Miss M's claim under any of the exceptions listed.

The policy also sets out expectations of Miss M to assist Advantage in validating a claim. Under the heading of claim conditions, pages 57 and 58 of the policy booklet describe those expectations.

After making your claim

If your insurer asks, you must,

- *Send written details of your claim (within 30 days)*
- *Send full written details if someone is holding you or your family responsible for damage to their property or bodily injury to them*
- *Send your insurer any writ of summons, letter of claim or other documents*
- *Provide purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys, or plans and deeds of your property*

Your insurer will only ask for information that's relevant to your claim and they will reimburse you for any reasonable expenses you encounter when providing the information they have requested.

Based on the evidence, I haven't seen anything to suggest Miss M failed to provide anything Advantage reasonably asked of her. She was unable to provide proof of purchase for either item, but she had already reported that they were around five or six years old, with one being a gift. Advantage hasn't said that it declined the claim because there was a lack of proof of ownership.

Advantage said, simply, that it didn't think Miss M had given a plausible explanation of how a TV was knocked from behind. The policy doesn't state that Miss M must've witnessed the accident, and I think Advantage's expectation that she should provide information she doesn't know is onerous. Miss M has been clear that she could only report what she was told. In Advantage's claim notes, the agent stated:

I find the event on the whole unlikely, although appreciate that is often the way with [accidental damage] claims.

I've thought carefully about Advantage's concerns regarding the possibility of the TV being knocked accidentally. To some degree, I think it has made assumptions about how the TV was positioned, and whether Miss M's family would place a laptop on the floor. The party was a celebration for students, which Miss M said included dancing and "messaging about". I don't think it's beyond the realms of possibility that someone could've caught the edge of the TV while dancing with outstretched arms, bringing it to the ground. I'm not saying this happened – I'm simply pointing out that the incident Miss M described is plausible. And, as Advantage said, events leading to accidental damage claims are often unlikely.

Advantage's experts assessed the damage and found it consistent with the TV falling on the laptop.

The screen has also been damaged by a sharp object hitting it, this damage is consistent with a TV stand hitting it.

I see that the expert report said it had concerns with the incident details, and mentioned the problems with the laptop battery. But when Advantage asked about the battery swelling, the experts reported that it could've been caused by the impact. In the absence of any further explanation of why the incident details were of concern, I see no reason to doubt Miss M's version of events.

I understand Advantage is concerned that Miss M's account changed slightly after it declined her claim. While that may be the case, the differences are minor. Whether she was in the

room or not, Miss M said she didn't see the accident. And I don't think it makes a difference whether it was a guest or a family member who knocked the TV over. Miss M isn't trying to gain more than she is entitled to under the policy, and the changes Advantage mentioned happened after it declined the claim. So I can't say that it's fair to rely on this as a reason for turning down the claim.

Miss M said she was disappointed with Advantage's handling of her claim more generally. I haven't seen any evidence to suggest that Advantage failed to handle the claim promptly. The claim was declined after around three weeks, which is not unreasonable given the time needed to inspect the damage and complete the claim validation process.

Overall, I don't think that Advantage declined the claim under any of the exceptions listed, and I haven't seen anything to suggest Miss M failed to respond in line with the claim conditions. Therefore, I find that Advantage has treated Miss M unfairly by declining her accidental damage claim for the reasons it gave. To put matters right, Advantage should reconsider Miss M's claim under the remaining terms of the policy.

My final decision

For the reasons I've given, my final decision is that Advantage Insurance Company Limited should:

- reconsider Miss M's TV and laptop accidental damage claim under the remaining terms of her policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 27 May 2025.

Debra Vaughan
Ombudsman