

The complaint

Mr B and Miss S complain about the repudiation of their contents insurance claim by Advantage Insurance Company Limited ('Advantage') and the service provided when responding to that claim.

Some of Mr B and Miss S' dissatisfaction is with actions of agents that were acting on behalf of Advantage. As Advantage have accepted responsibility for their agent's actions, any reference to Advantage in this decision should be interpreted as covering the actions of their agents.

What happened

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

In early February 2025, Mr B and Miss S made a claim on their contents insurance policy after Miss S tripped over their dog in the kitchen, fell into oven doors and ripped her coat. Shortly afterwards, Mr B and Miss S also reported damage to their dishwasher as a result of the accident. Advantage looked to validate the claim and ultimately repudiated it. They said the account given of the loss event changed after the claim was reported, damage to a dishwasher wasn't initially reported and any water damage in the dishwasher area had happened prior to the loss event.

Mr B and Miss S raised a complaint. Advantage maintained the claim decline but offered £50 to recognise service failings when responding to the claim. Mr B and Miss S remained unhappy and referred their complaint to our Service for an independent review.

Our Investigator considered the complaint and recommended that it be upheld. Mr B and Miss S accepted, but as Advantage didn't respond and the dispute remains unresolved, the complaint has been referred for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of this decision

I'll be considering whether Advantage fairly considered this claim in line with the policy terms before repudiating it. I'll also be considering the service provided.

It's very disappointing that Advantage have failed to effectively engage with our Service when we've been investigating this complaint. I make this point as our Investigator asked for specific information prior to her assessment (photos for example) that haven't been provided. Advantage also failed to acknowledge or respond to our Investigator's assessment. As I'm satisfied Advantage have had a fair and adequate opportunity to provide further evidence, I've reached my decision based on the available evidence. This is in keeping with DISP 3.5.13 and 3.5.14.

<https://handbook.fca.org.uk/handbook/disp3/disp3s5?timeline=true>

In their complaint form, Mr B and Miss S referred to being unhappy with not receiving a copy of Advantage's engineer's report. I won't be directing Advantage to provide a copy of it, but I can assure Mr B and Miss S I've carefully considered it when reaching my decision.

My key findings

Advantage's reasons for repudiating the claim can broadly be summarised as:

- inconsistencies in the reporting of the circumstances of Miss S' fall over the dog;
- concerns about damage to the dishwasher not being initially reported; and
- pre-existing damage to the area around the dishwasher.

The circumstances of the loss event

Advantage say Mr B didn't report the dishwasher damage initially. In his complaint email to Advantage, Mr B stated: "*I did not report the dishwasher as we didn't... use it until after the event and was not aware of any damage*". I find it plausible that Miss S may have been aware of her impacting with the dishwasher, but not aware that this impact would lead to the leakage issues until it was used. The obvious damage that was reported (oven and ripped coat) would have been apparent immediately. Given the nature of the damage (a leak) not being apparent until the dishwasher was used, I don't find it unusual that it wasn't reported initially.

I also find that it's not unusual that smaller details such as whether the oven door was partially open or fully closed have changed during the claim investigation, nor that they are material to the claim. Mr B (not Miss S) was giving his account of the accident, whilst it was Miss S who was involved in the accident.

Damage to the dishwasher and water damage

Advantage say water damage may have pre-dated the date of loss. But I note their expert report following the in person visit concluded:

"[Agent's name redacted] hold no concerns following inspection. Damage to both appliances are consistent with the reported cause..."

An internal note dated 14 February 2025 stated (bold added for my emphasis):

*"...no issues regarding the circumstances as it could have happened how described. I'm unsure as to how long the dish washer has been leaking as the laminate floor has started to fade. **Unsure if this is incident related...**"*

And (from a desk top surveyor):

“The damage to the flooring from the dish washer does appear to be much older than two weeks old and leads to me to believe there was a leak from this prior to the incident, mainly due to how much the colour has faded around the dish washer.”

In their final response letter Advantage said that their surveyors ‘confirmed’ the damage to the flooring and dishwasher appeared to be much older. The available evidence doesn’t support that anything was confirmed. I also note no supporting evidence such as photos or damp meter readings have been provided. Based on experience, it wouldn’t be uncommon that there may be some evidence of historic water staining near a dishwasher as it would usually be regularly opened and emptied.

Advantage told us in their submissions: *“our burden of proof is not akin to that of a criminal investigation but rather our ability to demonstrate that we have had good reason to doubt the validity of the claim, at least in part.”* On balance, based on the available evidence, I find that Advantage have unfairly declined this claim for the reasons given, when choosing to rely on the fraud term (page 74 of the policy terms) and they’ve not been able to substantiate their position with persuasive evidence.

The service provided

It’s not in dispute that Advantage have let Mr B and Miss S down when responding to this claim I say this because they offered £50 compensation for this reason in the final response letter. When I’ve considered what happened (communication issues and short delays) alongside the impact on Mr B and Miss S and our published guidelines on these types of awards, I find the compensation offered and paid to be fair, reasonable and proportionate.

Putting things right

Based on the available evidence, Advantage Insurance Company Limited have unfairly declined this claim.

They will now need to reconsider the claim in line with the remaining policy terms.

Mr B and Miss S have told us that they’ve had to buy a new oven and have been without the damaged coat. Both parties will note that I’ve not awarded interest or compensation for the claim being unfairly declined - as I’m only directing Advantage to reconsider the claim, not settle it and our Service wouldn’t seek to interfere with or prejudice any future claim or potential complaint.

My final decision

My final decision is that I partially uphold this complaint. Subject to Mr B and Miss S accepting the decision before the deadline set below, I require Advantage Insurance Company Limited to follow my direction as set out under the heading *‘Putting things right’*.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B and Miss S to accept or reject my decision before 5 February 2026.

Daniel O’Shea
Ombudsman