

## **The complaint**

Mr T is unhappy that Advantage Insurance Company Limited (Advantage) declined his claim for accidental damage under his contents policy.

## **What happened**

In early March 2025 Mr T said he was carrying out some maintenance to the coving at the top of the chimney breast when the ladder slipped. He grabbed the TV, which was on the wall, as he fell to try and steady himself but the TV fell off the bracket, hit the console table below causing damage to it before hitting the floor. Mr T fell sideways onto the sofa with a sharp scraper in his hand. The scraper slit the sofa and the ladder hit the other end of the sofa causing a scuff.

He contacted Advantage to make a claim for the damaged items but as it was the weekend they were only taking emergency calls. The handler noted the issue and arranged for someone to call Mr T back. On the 10 March 2025 Advantage called Mr T back to follow up with the claim. Mr T explained the circumstances that led to the damage to the TV, console table and sofa. The agent took all the relevant details and said they would instruct a third party to proceed with the claim. They advised Mr T to keep the damaged items as they would be looking to repair or replace them. And said that Mr T could provide photos of the damage he has to hand by responding to the email they have sent.

Mr T acknowledged Advantage's email on 11 March 2025 including the pictures of the damage to all the items and invoices that he had for the console table. He said he had requested an invoice from the supplier of the sofa as he lost the original and confirmed he didn't have a receipt for the TV as it had been bought some time ago.

Advantage contacted Mr T in early April 2025 to ask him some questions in order to validate the claim. They referenced Mr T's house move and asked some questions about the sale and when he exchanged on the new property. They asked for more detail about a change in TVs and how the accident occurred and what Mr T was doing at the time. He explained he was doing some work to the coving and at the time of the accident he was prepping the area which is why he had a scraper in his hand when he fell. He confirmed he had moved the sofa before carrying out the work, but the room wasn't very big, the ladder tipped and he grabbed onto what he could.

The claims handler asked about where things were placed at the time of the incident and the age of the items he was claiming for as well as the damage that had occurred. And also asked about the photos that had been supplied. As one photo of the TV had the cable plugged in and another didn't. Mr T wasn't clear on what happened at first as his wife had handled it following the incident, but he didn't think it was connected after it fell. Mr T was asked if he took pictures soon after the incident and he said about half an hour after he came round. Advantage also asked about the TV as the one in the photos was different to the one Mr T was claiming for. Mr T explained that the TV in the photo stopped working a few months prior and so he had replaced it with an older TV he had upstairs.

Having reviewed the information Mr T provided as well as the report from the loss adjuster, Advantage declined the claim as they felt there were several inconsistencies in the accident circumstances and the damage claimed for. They didn't believe that amount of damage could have resulted from the accident Mr T described and the timestamp on the photos showed they were taken on a different day to the incident and not half an hour after he came around as he had informed them.

Mr T complained to Advantage about this. He explained that he called them 30 minutes after the incident and the photos were taken a few days later with a recreation of the situation. Advantage maintained their position, so he referred his concerns to this service. Our investigator didn't think Advantage had been unfair in declining the claim. Mr T disagreed and asked for an ombudsman to review the complaint. I issued a provisional decision on 16 February 2026 which said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Whilst I've considered all the information, I haven't commented on it all. Instead, I've focussed on what I consider to be the crux of the complaint and most relevant to the outcome reached. This isn't meant as a discourtesy but reflects the informal nature of this service.*

*Advantage has a responsibility to handle claims promptly and fairly and they shouldn't decline a claim unreasonably. The terms and conditions set out the agreement between Mr T and Advantage, and I note Mr T is covered for accidental damage. In this respect the policy says:*

*"Accidental damage (optional)*

*What's covered:*

*Accidental damage to contents whilst in your home, such as spillages of paint on carpet.*

*What isn't covered:*

*Any damage specifically excluded under contents cover, sections 1–24"*

*It also details a list of exclusions here, but Advantage isn't declining the claim due to one of the exclusions listed in this section. They've said they're not happy validating the claim due to inconsistencies in the circumstances and damage claimed for.*

*The policy defines accidental damage as:*

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

*Mr T has explained he fell from a ladder unexpectedly and caused damage to the items being claimed for unintentionally. Which falls within this definition.*

*Advantage appointed a loss adjuster to inspect the claim and provide a report. On the report are the details of the incident which matches what Mr T has told both Advantage and this service. And I can see the loss adjuster had validated the claim and confirmed the TV, console table and Sofa had all suffered consistent damage. It also says the items were beyond economic repair due to the damages sustained and they provided details of suggested replacements. So, the loss adjuster didn't have any concerns with the*

accident circumstances and felt the damage to the items were consistent with what Mr T said had taken place.

*I understand that Advantage don't agree with this and have particular concerns about the explanation around the TV and when the photos were taken. As they say Mr T said the photos were taken about half an hour after the incident, but the timestamp shows they were taken on a different day. And they felt some of the damage sustained was inconsistent with the accident circumstances. They didn't feel it was plausible that amount of damage could have resulted from the accident Mr T described.*

*Mr T has explained that he called Advantage shortly after it happened but was informed, they were open for emergencies only. And the photos were taken a few days later having recreated the scene with the TV, hence the plug anomalies. He told us when he called on 8 March 2025 he wasn't told to take photos, and he may have made a mistake in answering the claims handlers question when he said he had taken photos 30 minutes after the incident as what he was answering was in relation to reporting it rather than taking photos.*

*I note in the call of 10 March 2025 when Advantage called Mr T back to process the claim. Mr T confirms he called them on 8 March 2025 following the incident and he confirms during that call he had some photos of the damaged items. The agent said Mr T shouldn't get rid of the damaged items as they may need to be inspected and for him to keep the photos on hand for the loss adjuster to inspect where needed.*

*Other than what he considers a mistake when he spoke to the claim's handler on 4 April 2025, I haven't seen Mr T say he took the photos just after the incident and I find his explanation of this mistake plausible. He has said the photos were a recreation, and there were no ornaments on the cabinet on those photos, which he has said were broken in the incident. So, this supports what he said. And I note the conversation with the claims handler was around three weeks following the incident, so things aren't going to be as fresh as they were especially since Mr T was also going through a stressful house move at the time.*

*The loss adjuster considered the photos and felt the damage was consistent with the circumstances Mr T explained. And having considered the description of how the accident occurred I also think it is plausible that Mr T damaged the TV, the console table and sofa as a result of the fall.*

*I recognise that later, after Advantage reached out to the loss adjuster with concerns, they then said the damage seemed excessive having reviewed the report and photos. And Advantage then asked further questions and asked for further pictures of the ladder and scraper. Mr T said he provided a photo of the scraper, which had a broken handle, but this hasn't been provided to this service by either party. However, I think it is possible the scraper Mr T said he had in his hand at the time of the fall, caused the slit in the sofa at the point of impact. Mr T said he was unable to send a photo of the ladder as it had been disposed of as he wasn't claiming for them and wasn't told to keep them. This isn't unreasonable and it is also possible the ladder caused the scuff mark on the arm when it landed following the fall given the explanation provided by Mr T. He explained the request for a photo of the room layout wasn't made until 26 March 2025 and was the day he was moving so the room had been cleared. So instead, he provided a photo he already had on his phone. This also doesn't seem unreasonable in the circumstances.*

*Overall, my provisional thoughts are, as the loss adjuster found at the outset, that the damage sustained was consistent with the circumstances Mr T described. There were some inconsistencies and I understand why Advantage asked more about that but*

*having done so, they haven't provided a specific explanation or evidence to support their remaining concerns. He has explained the difference in the dates on the photos and the recreation of the accident circumstances, and I can understand why he has done that, to provide a better understanding of the damage sustained. So, I don't think Advantage has declined the claim fairly.*

### **My provisional decision**

*My provisional decision is that Advantage Insurance Company Limited hasn't declined the claim fairly. To put things right they should reconsider the claim in line with the remaining terms and conditions of the policy."*

### **Responses to my provisional decision**

Mr T agreed with my decision and said he felt Advantage should have sent a claims assessor at the outset. Instead, he felt assumptions were made which led to delays. He also provided some further information for me to consider. Advantage didn't respond or provide anything further for me to consider.

### **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 have reviewed the information Mr T provided in response to my provisional decision, which was largely information I had already taken into consideration. As there isn't anything new for me to consider, I see no reason to deviate from my provisional outcome.

### **My final decision**

My final decision is that Advantage Insurance Company Limited haven't declined Mr T's claim fairly. To put things right they should reconsider the claim in line with the remaining terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 April 2026

Karin Hutchinson  
**Ombudsman**