

## **The complaint**

Mr M and Mrs M have complained that One Insurance Limited (One Insurance) declined a claim under an accidental damage policy for their home.

## **What happened**

Mr M and Mrs M contacted One Insurance to make a claim when a mirror fell off the wall, which broke the mirror and other items it hit. One Insurance declined the claim because it said the chain broke on the mirror due to wear and tear.

When Mr M and Mrs M complained to this service, our investigator upheld the complaint in part. She said One Insurance hadn't investigated what caused the mirror to fall and so hadn't shown it was due to wear and tear. She said One Insurance should consider the claim for the damaged items as accidental damage, but not the mirror, as mirrors weren't covered by the policy.

As One Insurance didn't agree, the complaint was referred to me.

## **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 uphold this complaint in part. I will explain why.

The policy documents said:

*“When we use the term accidental damage we mean damage that is unexpected and unintended caused by something sudden and which is not deliberate.”*

When Mr M and Mrs M described to One Insurance what happened they said they woke to find a mirror had fallen from the wall in their dining room during the night. The mirror broke and it damaged some other items in the dining room. Based on what Mr M and Mrs M described, I think this met the definition of accidental damage as given in the policy booklet.

However, One Insurance declined the claim because it said the chain on the mirror broke due to wear and tear. Where an insurer applies an exclusion, it needs to show why it is reasonable to apply it. From what I've seen, One Insurance hasn't provided evidence for why it thinks the chain broke as the result of wear and tear. It provided this service with photos of the damage, but the only photos of the mirror were of the front of it. I haven't seen any evidence that it assessed the back of the mirror or the chain itself or considered the circumstances of any wear and tear, if that is what it was, such as whether Mr M and Mrs M should have been expected to be aware of it. So, I don't think it was reasonable for One Insurance to apply the exclusion as it hasn't provided evidence to show it fairly assessed the claim. In the circumstances, I also don't think it can now fairly rely on that exclusion in order to defeat the claim due to the previous flaws in its decision process.

Looking at the policy, it didn't provide cover for accidental breakage of mirrors and glass. So, I don't think the damage to the mirror itself was covered. However, I think One Insurance should consider the claim for damage to the other items. I understand that One Insurance previously asked Mr M and Mrs M for proof of ownership of the items and that they were unable to provide receipts for some of the items as they were gifts. I wouldn't necessarily expect Mr M and Mrs M to be able to provide receipts for gift items. In such circumstances, this service would normally say it was reasonable for the policyholder to provide other evidence of ownership, such as photos.

### **Putting things right**

One Insurance should consider the claim for the damaged items, but not for the mirror itself, in line with the remaining terms and conditions of the policy. It can't use exclusions previously relied on to defeat the claim.

### **My final decision**

For the reasons I have given, I uphold this complaint in part and require One Insurance Limited to consider the claim for the damaged items, but not for the mirror itself. It must do so in line with the remaining terms and conditions of the policy and won't be able to use exclusions previously relied on to defeat the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 19 May 2022.

Louise O'Sullivan  
**Ombudsman**