

## The complaint

Mr J and Mrs J have complained that QIC Europe Ltd (QIC) unfairly declined a claim for accidental damage under their home insurance policy.

## What happened

Mr J contacted QIC when a glass roof pane shattered. He said he thought it might be heat related. QIC was unable to properly log the claim at that time, but said someone would phone Mr J. A few days later, Mr J phoned again as he hadn't heard anything further. Mr J briefly confirmed the details of the claim. QIC said someone would phone him.

QIC then sent a surveyor to inspect the damage. Mr J told the surveyor he thought a door slamming earlier in the day might have caused the roof glass to shatter. QIC declined the claim for the roof as it thought the damage was likely to be heat related. When Mr J disputed this, QIC sent another surveyor, who also thought it might be heat related.

When Mr J complained to this service, our investigator didn't uphold the complaint. He said there wasn't evidence to show the damage was caused by something identifiable, which was a requirement for the claim to be accepted as accidental damage. He said it was reasonable for QIC to decline the claim.

As Mr J and Mrs J didn't agree, the complaint was referred to me.

I issued my provisional decision on 23 March 2023. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

*For a claim to be accepted for accidental damage to glass, the policy said it needed to happen at a specific time, not be deliberate and be caused by something external and identifiable.*

*Mr J initially said he thought the glass might have shattered due to heat, as it was a very hot day. He later said he thought it might have been the result of a door below the shattered panel slamming earlier in the day. Two surveyors visited. The first surveyor said the claim should be declined due to "Thermal Movement of the glass. All other panel still intact".*

*The second surveyor said:*

*"The incident was totally fortuitous as far as the customer is concerned. There are no underlying issues with the item or the glass. It may have shattered (as can be common in glazing) due to expansion in the heat, there is no way of our surveyor proving anything other than an unknown, fortuitous incident."*

*I note that QIC's internal notes said it declined the claim because "There is no accidental damage – identifiable one-off event with external force of impact". I didn't see anything in the policy wording that said there needed to be an "impact", which I take to mean something hitting the glass, for a claim to be accepted.*

*When QIC wrote to Mr J about his complaint, it said the damage wasn't consistent with an identifiable event. However, I note what Mr J described when he first registered the claim was that it was a very hot day and he thought this might be why the glass had shattered. So, I think there was an identifiable event, which was the specific hot temperature on that day.*

*I'm aware QIC told this service the second surveyor highlighted "that the damage is likely due to expansion in the heat during the summer months." It also pointed to an exclusion that said it didn't cover:*

*"Loss or damage as a result of gradual causes including:*

*...*

*Exposure to sunlight or atmospheric conditions."*

*In my view that doesn't fairly represent what the second surveyor said. The surveyor said "It may have shattered (as can be common in glazing) due to expansion in the heat". There was no reference to this being over a period of time. As QIC is aware, Mr J said there were hot conditions on the day the glass shattered. I haven't seen evidence that currently persuades me that it was fair for QIC to rely on an exclusion for a gradually operating cause. I don't think what Mr J described or what the surveyors said suggested it was a gradual event.*

*I should also note that I'm aware that there has also been focus on Mr J saying the glass shattered due to a door slamming. I don't currently think I need to consider this in order to make a fair and reasonable decision, as I think there is sufficient evidence that the claim was covered by the policy.*

*I've also thought about compensation. I think Mr J and Mrs J have been caused inconvenience by how their claim and complaint was dealt with. Mr J has also explained issues such as the impact on the heat in their home due to the glass panel not being replaced. As a result, I currently intend to say QIC should pay £100 compensation to recognise the impact on them.*

I asked both parties to send me any more information or evidence they wanted me to look at by 20 April 2023. Both parties replied before that date and agreed with my 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.

Having done so, I've decided to uphold this complaint and for the reasons given in my provisional decision. I haven't found any reason to change my view on how this complaint should be dealt with and I'm aware that both parties have agreed with my provisional decision.

### **Putting things right**

QIC should settle the claim for the shattered glass pane and pay £100 compensation.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require QIC Europe Ltd to:

- Settle the claim for the shattered glass pane.

- Pay £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 26 April 2023.

Louise O'Sullivan  
**Ombudsman**