

## **The complaint**

Ms H complains U K Insurance Limited trading as Direct Line Home Insurance (UKI) unfairly declined an accidental damage claim under a buildings insurance policy.

Ms H is being represented by Mr C in bringing this complaint, but for ease of reading I'll refer in this decision to submissions being made by Ms H.

## **What happened**

The details of this complaint are known to all parties, so I won't repeat them in detail here. Instead, I'll summarise my understanding and focus on giving the reasons for my decision.

Ms H purchased several candles in 2021 and used them over the festive period in several rooms. She says, broadly, that after cleaning and removing festive decorations, she noticed smoke and soot damage in several areas inside her property.

She says the candles were low and because they were in a glass case, she thought not enough oxygen could get to the candles. And this resulted in black smoke being emitted. She complained to the retailer of the candles who she says compensated her. She also raised a claim to UKI for the resultant damage later, around May 2022. Ms H provided UKI with a repair quote which totalled roughly £58,000.

UKI sent a loss adjuster to the property. Following this, UKI declined the claim. It said damage occurred gradually and wasn't due to a one-off event. Ms H wasn't happy with this. She says the candles were only used over the festive period and didn't consider this to be a long time. She thinks damage occurred during the first few days of January 2022 as no damage was present prior to then – which she says is supported by photos.

UKI didn't change its decision. It said there were several candles being used in different rooms. And it didn't think there was evidence to support damage occurred due to a one-off event. And given the ongoing use of candles it concluded, broadly, that it was more likely damage was caused gradually – particularly given the extent of the damage being claimed for. Ms H remained unhappy, so Mr C asked our Service for an impartial review on her behalf.

The Investigator didn't recommend the complaint be upheld. He thought UKI reached a fair and reasonable claim decision.

Ms H didn't agree. She provided a link to a website which she says demonstrates candles in glass cases can produce soot when a candle starts to get closer to the bottom. Mr C also said the loss adjusters report lacked specific information, they failed to investigate properly, and it was unfair for UKI to rely on this. He thought UKI should have interviewed Ms H so the claim could be fairly considered. As no resolution could be agreed, the case was passed to me 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.

UKI declined the claim referring to the policy terms. So, my starting point is the policy. The claim was initially considered under a fire peril but as no fire damage occurred, it was considered under the accidental damage section.

Accidental damage is defined as: '*sudden and unintentional physical damage that happens unexpectedly*'. The policy goes on to say it doesn't cover damage that happens gradually. That's what UKI say happened here.

Candles were used by Ms H daily over the festive period of 2021 for a couple of hours each day, and not necessarily in the same room. Mr C says when looking back at what happened, it appears that as the candles were getting smaller (having been used over this period), they started to emit soot.

But this in my view suggests damage would have occurred gradually following the use of the candles in different rooms. I'm not persuaded therefore that it would be reasonable to conclude that the description of what happened in the lead up to the loss would amount to what I'd consider to be something that happened suddenly and unexpectedly.

Further, the repair quote provided by Ms H sets out repairs to damage throughout the property. Given the level of damage said to require repair in several areas of the property, I'm not satisfied this supports damage was caused by a single, one-off event. Rather, I'm more persuaded this supports damage occurred over the period the candles were said to have been used – and not suddenly and unexpectedly.

I've reviewed photos taken by both parties. Ms H says her photos show the condition of her property during the 2021 festive period prior to noticing the damage. And that these photos show no signs of a problem until it became apparent when removing decorations in January 2022.

But I note Ms H also says on 23 December 2021 she had cleaned the kitchen floor, and the next day noticed it was covered by some type of coating that showed every swipe of the mop. Ms H cleaned the floor twice and says she put this down to the wrong balance of cleaning products. Ms H also says she moved a table on 25 December 2021 and noticed a greyish black line where the table had been.

While I acknowledge Ms H says she made no link between the problems she noticed and the use of the candles, this doesn't suggest damage happened suddenly and unexpectedly. The candles were in use following Ms H noticing these problems up until January 2022. Further, I've also kept in mind here that all parties agree the likely cause of the damage was due to several candles emitting black smoke and soot during the period they were in use.

In concluding, having considered all the evidence available to me, I'm not satisfied I could fairly conclude UKI reached an unreasonable decision on the claim. I say this because I'm not satisfied the damage Ms H is claiming for throughout her property was the result of a sudden and unexpected one-off insured event.

I acknowledge Mr C says UKI ought to have interviewed Ms H during the claim validation process. But I don't think, on balance, that this would have made a material difference to the outcome of the claim.

I say this because Ms H had instructed Mr C to act as her representative for the claim. And it seems the timeline and details of the circumstances that led to Ms H raising a claim and subsequent complaint weren't in dispute. Mr C emailed UKI in August 2022 confirming the same.

The dispute here is whether damage occurred suddenly and unexpectedly, or gradually. And, for the reasons I've mentioned above, I'm not satisfied UKI's decision to decline the claim was unfair or unreasonable. So, it follows, I don't require UKI to take any action.

I accept my decision will come as a disappointment to Ms H. But it ends what we – in attempting to resolve her dispute with UKI – can do for her in respect of this complaint.

### **My final decision**

For the reasons I've mentioned above, I've decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 20 March 2024.

Liam Hickey  
**Ombudsman**