

The complaint

Mr C has complained that One Insurance Limited (One Insurance) unfairly declined a claim under an accidental damage policy.

Mr C is represented but, for ease, I will normally only refer to him.

What happened

Mr C contacted One Insurance to make a claim under his extended accidental damage policy when the ceiling collapsed in the living room. One Insurance said Mr C should provide two quotes for the work. A few days later, Mr C contacted One Insurance again because he said he hadn't heard anything. One Insurance said it had previously said he should provide quotes. Mr C said he didn't remember this and that he thought One Insurance was going to send someone to provide a quote.

About three months later, Mr C contacted One Insurance again because he hadn't heard anything further. One Insurance said it would instruct a company to carry out a survey. A few months later, Mr C contacted One Insurance again because no survey had been carried out and there had been no progress on the claim. One Insurance arranged for a surveyor to visit. It then declined the claim because it said the damage had been caused gradually, so didn't meet the definition of accidental damage.

When Mr C complained, One Insurance maintained its decision to decline the claim. However, it offered £400 compensation for the delays in progressing the claim.

Mr C complained to this Service. Our Investigator said it was reasonable for One Insurance to decline the claim because the evidence showed it had more likely happened gradually. She also said £400 was reasonable for the delays in progressing the claim, which she said One Insurance should pay.

As Mr C didn't agree the claim decision or the compensation was fair, 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.

The One Insurance policy only provided extended accidental damage cover. It defined accidental damage as *"damage that is unexpected and unintended caused by something sudden and which is not deliberate"*.

Mr C's ceiling collapsed. Based on the information available to me, I think it's fair to say this was unexpected, unintended and not deliberate. So, I've looked at whether it caused by something sudden. One Insurance's surveyor visited and provided a report. This said:

"On inspection of the property there was clear evidence of the damage. A section of the lath and plaster ceiling adjacent to the bay window has collapsed. The majority of the exposed lath and plaster was found to be clean, although there is a small area of water staining on the timber lath. The area of water staining is away from the external wall and the first floor bedroom is directly above, therefore, water ingress from the exterior has been discounted. It is not clear what or when this water staining has occurred but it does not appear to be recent."

There is evidence of water damage to the exposed timber lath above the damage area. There is evidence of wear and gradual deterioration on the remainder of the ceiling with cracking and bulging throughout.

...

On this occasion, we are of the opinion that the water damage is historic, and the ceiling has gradually deteriorated due to lack of maintenance."

So, One Insurance's surveyor assessed that the cause was likely historic and gradual. Mr C didn't have his own expert report, but he told this Service:

"In the absence of any evidence of current or recent cause (ie no visible dampness or water damage, no recent building works or similar to cause vibration), the tradesman verbally suggested that the collapse was likely caused by historical impacts with the effect happening spontaneously. That is, something could have occurred years ago that had weakened the bonds between the p[l]aster and the wooden slats (it's a lath plaster ceiling) and over time there was separation which inevitably led to the sudden collapse. They also suggested that changes in temperature over the years can accrue to gradually weaken the plaster leading to a sudden and unexpected collapse."

Mr C also told this Service:

"The best theory of what happened that seems to fit with the known facts is that at some undetermined point in the past, water came into contact with the ceiling and that over time the bond between lath and plaster weakened leading to eventual collapse."

I think the information provided by Mr C also suggests that the cause was historic and gradual. So, I think it was fair for One Insurance to decide the damage wasn't caused by something sudden, even if the collapse of the ceiling itself was sudden. As a result, I think it was fair that One Insurance declined the claim.

One Insurance has accepted that there were avoidable delays with the claim, for which it offered £400. So, I've thought about whether this was fair. There seemed to be some confusion at the beginning of the claim about Mr C providing quotes. One Insurance later

said it would appoint a surveyor. After a few months, Mr C contacted One Insurance because this hadn't happened. I'm aware Mr C has explained his family circumstances and said the delays added to his distress. As Mr C is the only person named on the policy, he is the only person I can consider for compensation. Having thought about this carefully, I think the £400 compensation One Insurance offered was fair in the circumstances. It's my understanding that One Insurance hasn't paid the compensation. So, it should now do so.

My final decision

One Insurance Limited has already made an offer to pay £400 compensation to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that One Insurance Limited should pay £400.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 21 April 2025.

Louise O'Sullivan
Ombudsman