

## **The complaint**

Ms O complains about the decline of her home insurance (accidental damage) claim by One Insurance Limited.

## **What happened**

The background to this complaint is well known to Ms O and One Insurance. I won't repeat in detail what's already known to both parties. Instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Ms O contacted One Insurance to make a claim for accidental damage policy after she returned home to find some of her cupboards had fallen and caused damage to her contents and floor. One Insurance told Ms O that she wasn't covered for this incident. Unhappy, Ms O made a complaint. One Insurance didn't uphold it, and Ms O referred her complaint to our Service for an independent review. Our Investigator considered the complaint and recommended that it be upheld.

As One Insurance didn't accept, the complaint was referred to me for a decision. I recently sent both parties a copy of my provisional findings and as the deadline for responses has now passed, I've considered the complaint for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

Only Ms O responded to my provisional decision. As no further representations have been made that would materially change the outcome I'd intended to reach, I find no fair or reasonable reason to deviate from the previous findings I'd set out - and they form the basis of this, my final decision.

When considering this complaint, I've referred to our well-established approach on accidental damage. More details can be found here: <https://www.financial-ombudsman.org.uk/businesses/complaints-deal/insurance/home-buildings-insurance/accidental-damage>

The starting point with any insurance claim is the insured (Ms O), needs to show (within reason) that an insured event, covered by the policy has occurred. If the insured can do that, the onus then passes to the insurer (One Insurance) to consider the claim and settle it, or decline the claim in line with the policy terms. If an insurer chooses to decline a claim they must show (in summary) that they can fairly rely on a specific exclusion, limitation or demonstrate that the insured has breached the policy terms.

One Insurance declined the claim due to wear and tear. But they have also said that as nobody was present at the time of the claim event, they couldn't determine if an insured event occurred. As a regulated insurer, One Insurance will be aware of their obligations under (but not limited to) the Consumer Duty, Treating Customers Fairly and ICOBS 8.1.1. This states (bold added for Ombudsman's emphasis):

*"An insurer must:*

*(1) handle claims promptly and **fairly**;*

*(2) provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress;*

*(3) **not unreasonably reject a claim** (including by terminating or avoiding a policy); and*

*(4) settle claims promptly once settlement terms are agreed."*

Based on the available evidence, I find that One Insurance haven't met their obligations under ICOBS 8.1.1. In their final response letter, One Insurance referred to not being made aware of the claim by Ms O and what they'd have done had they been. However, in their business file provided to our Service, they provided a call recording between one of their customer advisers and Ms O. This detail again calls into question how much consideration One Insurance have given this claim. I'm satisfied One Insurance were made aware of the claim by Ms O. I've listened to that call. In summary, the adviser tells Ms O:

- any accidental damage claim must have a cause;
- this claim could be down to wear and tear or poor workmanship;
- she wasn't covered for the incident as nobody was in the property when the damage occurred 'interacting' with the cupboards; and
- damage to her contents and floor isn't covered.

I've carefully reflected on this conversation. In the call, Ms O was not asked for any supporting information – such as photos, to help validate the claim and no meaningful claim consideration took place. One Insurance then referred to the policy terms in their final response letter:

*"Additional Exclusions — loss and damage caused while or from;*

- *Wear and tear. loss of value through depreciation or lack of maintenance."*

I find that One Insurance have unfairly declined this claim without any proper investigation or consideration and have not shown at all that they can fairly rely on the policy exclusion relating to wear and tear. The policy terms define accidental damage as:

*"damage that is unexpected and unintended caused by something sudden and which is not deliberate."*

In response to our Investigator's assessment, One Insurance told us [bold added for Ombudsman's emphasis]:

*"I do not agree this case meets the definition as the customer was **never present at the time of the break** for her to conclude if something sudden and unexpected*

*happen. Additionally, while I appreciate you feel there is no sign of deterioration from the images, I would argue that cabinets do not simply fall down without any intervention unless **they are either in a poor state of repair or unless there was poor workmanship to begin with.***" And:

*"...there is no claimable event as the customer was **unable to present any circumstances or relevant information apart from that they came home to see the damage** and that the house was unoccupied at the time. I do not see **there being any benefit in requesting images of the kitchen in these circumstances as it would not change the fact that the cabinet simply collapsed without the customer being present to verify how this happened.** Without the customer being present to verify how the damage occurred there is no valid claim to be reported, and this would only leave the explanation of deterioration or poor workmanship without any external factors leading to the damage.*

I find that One Insurance have acted unfairly and not in line with the policy terms when deeming that the loss event here doesn't meet the policy definition. Instead, they made various assumptions about the circumstances of the loss event. Whilst I agree that policy terms won't cover every scenario that can arise, if One Insurance are suggesting that unless a customer is present at the time when an accidental damage event occurs, the claim won't succeed, this would be considered a significant term that I'd expect would be highlighted to a policy holder within the policy terms – yet it's not even contained within the policy terms.

I find that One Insurance have not considered this claim in any detail, despite having numerous opportunities to do so - when notified of the claim, when Ms O complained, when it was referred to our Service or after our Investigator's assessment. They've also not shown that they can fairly rely on the relevant wear and tear exclusion here. I also find the service provided was poor to the extent that compensation is appropriate for this reason.

### **Putting things right**

I direct One Insurance Limited to:

- Reconsider the claim in line with the policy terms.
- If this claim progresses to settlement, One Insurance will also need to add 8% interest\* to any settlement, to be calculated from four weeks after first notification until the date any settlement is paid to Ms O.
- Pay Ms O £100 compensation for the poor service provided.

\*If One Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Ms O how much it's taken off. It should also give Ms O a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs, if appropriate.

### **My final decision**

My final decision is that I partially uphold this complaint. Subject to Ms O accepting my decision before the deadline set below, I require One Insurance Limited to follow my direction as set out under the heading '*Putting things right*'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 4 December 2025.

Daniel O'Shea

**Ombudsman**