

## **The complaint**

Mrs B and Mrs C complain that One Insurance Limited (One Insurance) declined their claim for damage caused by falling glass, under their accidental damage insurance.

## **What happened**

Mrs B and Mrs C say their home was undergoing some redecoration. A glass panel that formed part of a banister was removed whilst this was ongoing. Whilst being refitted Mrs B and Mrs C say the glass panel fell onto the floor below, where it caused damage to the flooring, carpet, and paintwork.

Mrs B and Mrs C say they have extended accidental damage cover with One Insurance. Their main buildings and contents cover is provided by a different insurer. The main policy covered the cost of replacing the broken glass but it didn't cover the additional damage that was caused. Mrs B and Mrs C thought their policy with One Insurance should cover this damage. But it declined to cover the cost of repairs.

In its final complaint response One Insurance says that as the proximate cause for the damage to the flooring and decorations was the breakage of the glass, this falls outside of the terms of its policy.

Mrs B and Mrs C didn't think they'd be treated fairly and referred the matter to our service. Our investigator upheld their complaint. She says One Insurance hadn't shown that an exclusion applies here. She says it should reconsider the claim under the remaining terms of the policy. And if it pays the claim it should add 8% simple interest from four weeks after it was first reported.

Mrs B and Mrs C accepted our investigators findings. One Insurance didn't. It maintained that the proximate cause of the damage was the glass breaking, which it says isn't covered by its policy terms. Because it disagreed it asked for an ombudsman to consider the matter.

It has been 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.

Having done so I'm upholding this complaint. Let me explain.

Mrs B and Mrs C's claim was initially declined by their buildings and contents insurer. It later changed its decision to provide cover for the broken glass, but not the damage caused when it fell. A claim for this loss was then considered and declined by One Insurance under its extended accidental damage policy. It is One Insurance's decision to decline the additional damage claim, under its policy, that I'm considering here.

In its final complaint response One Insurance says the proximate cause of the damage to

the flooring and decorations was the glass breaking. It repeated this point in its response to our investigator's findings. It says that had the glass not broken it wouldn't have fallen and caused further damage. One Insurance says it must conclude from this that the breakage of the fixed glass was the proximate cause of the damage. It confirms that this isn't covered under its accidental damage policy.

In its final complaint response One Insurance refers to the following policy exclusions in support of its decline decision:

*"We Will Not Pay For:*

*1. Glass, Sanitaryware and Other fittings – the accidental breakage of, or:*

*• Fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, outhouses and verandas • Fixed ceramic hobs or hob ovens • Fixed sanitaryware and bathroom fittings • Solar panels • Damage, caused by scratching or denting where the cause is found to be negligence or lack of care • The cost of repairing or replacing window or door frames that are accidentally broken • Damage to swimming pools, hot tubs and Jacuzzis, both portable and fixed".*

I've read Mrs B and Mrs C's description of what happened. They say that when the glass panel was being refitted it fell and landed on the floor below. This caused damage the flooring and surrounding decorations. In her view our investigator said it was the glass falling onto the floor that caused the damage, not as a result of it breaking. Based on this evidence I agree. The glass panel didn't break until it impacted the floor.

I've looked at the definition of "proximate cause" as set out in One Insurance's policy booklet. It says:

*"Proximate cause refers to a direct cause of loss, without which the loss would not occur. This means that the Insurer will examine if the most effective and decisive cause is under the coverage of the insurance contract. If yes, the insurer will pay the sum of insurance amount; otherwise, they will not pay. Where damage is a result of a proximate cause which is not covered under the policy for both buildings and contents this will not be covered under the policy"*

Having considered this, I don't think the exclusion relied on by One Insurance to decline the claim applies here. Damage was caused when a glass panel was dropped through a banister onto the floor and area below. Based on the photos supplied, this caused damage to the flooring and surrounding woodwork and walls. This means the proximate cause was the falling glass, not the glass breaking. As discussed the glass didn't break until after it impacted the floor and the area below the banister.

Because I don't think One Insurance has shown that a policy exclusion applies, it should reconsider the claim based on the remaining policy terms and conditions. If the claim is paid it should add 8% simple interest from four weeks after the claim was first made.

### **My final decision**

My final decision is that I uphold this complaint. One Insurance Limited should:

- reconsider the claim under the remaining policy terms and conditions, if the claim is paid it should add 8% simple interest\* from four weeks after the claim was first made.

\*If One Insurance considers that it's required by HM Revenue & Customs to deduct income

tax from that interest, it should tell Mrs B and Mrs C how much it's taken off. It should also give them a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mrs C to accept or reject my decision before 4 January 2024.

Mike Waldron  
**Ombudsman**