

The complaint

Mr and Mrs L complain that Acasta European Insurance Company Limited (Acasta) unfairly declined their Guarantee Insurance claim. Any reference to Acasta in this final decision includes its respective agents unless specified otherwise.

What happened

The background of this complaint is known in detail to the parties involved, so I've summarised what I've found to be the key points.

- In 2019, Mr and Mrs L had a glass conservatory installed at their property by a company that I'll refer to in this final decision as "A".
- A provided Mr and Mrs L with a ten-year insurance backed guarantee which was underwritten by Acasta. Should A cease trading, Acasta would take over the responsibility of indemnity to the guarantee holder on receipt of a claim from them subject to certain terms and conditions.
- A ceased trading in 2023 and a few months after this Mr and Mrs L arrived home to their property to find that an internal pane of glass from their conservatory had shattered into the room below leaving only the outside pane intact. Mr and Mrs L were unable to identify a cause of the damage as they were out at the time the incident happened.
- As A had ceased trading, Mr and Mrs L made a claim to Acasta for the damage in line with their guarantee. Acasta said that the cover it provided under the guarantee simply mirrored the long term guarantee that A provided to Mr and Mrs L, and the terms and conditions of that guarantee stated that "*glass breakages after installation are not covered*". So it declined Mr and Mrs L's claim.
- Mr and Mrs L disagreed. They said that A's guarantee covered them for glass defects as a result of "*defective materials or workmanship*" and they believed this to be the cause of the broken glass from their conservatory, so they said Acasta should pay the claim.
- Acasta said it discussed the matter with its own claims engineer and while glazing panels can on occasion fail in this manner due to environmental conditions, this is not a result of defective materials or workmanship and is a condition that is outside the company's control and specifically outlined on the installers guarantee as not covered. Mr and Mrs L brought a complaint about the matter to this Service.

Our Investigator considered the complaint and didn't uphold it. He wasn't persuaded by the evidence he'd seen that Mr and Mrs L had shown the glass shattered as a result of defective materials or workmanship and so he didn't think Acasta had acted unfairly by relying on the exclusion in question to decline the claim in this case. Mr and Mrs L disagreed, so the case 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've decided not to uphold the complaint. I understand this will likely come as a disappointment to Mr and Mrs L, but I'll explain my reasons for this.

Mr and Mrs L have an insurance backed guarantee for their conservatory which they've sought to claim on for damage that occurred to a glass panel. As with other insurance policies, it's generally for the consumer, in this case Mr and Mrs L, to show that the insured item is damaged in one of the ways that is covered by the policy/guarantee.

Acasta say that the insurance backed guarantee mirrors that of the *suppliers* (in this case A) long term guarantee. And this is supported by the terms and conditions included on the registration form I've seen, and that appears to have been completed by Mr L, which states:

"It is understood that cover provided by this Insured Guarantee is limited to the cost of removal, repair, alteration, rectification or remedial work that is required to be undertaken within the terms and conditions of the LONG TERM GUARANTEE issued by the SUPPLIER..."

And the terms and conditions of the long-term guarantee provided by A (the supplier) to Mr and Mrs L state that the company will replace free of charge:

"a) Any part of the UPVC or aluminium framing comprised in this order in which a fault appears within 10 years of installation/delivery and

b) Any part of the glass comprised in this order in which the fault (not being a minor imperfection or an optical effect attributable to natural phenomena) appears within 10 years of installation/delivery. Provided that the fault in question:

- i. is due to defective materials or workmanship and*
- ii. Is not due to accident, neglect or any cause outside the Company's control and*
- iii. Is notified in writing to the Company as soon as it appears.*

Glass breakages after installation are not covered."

When Mr and Mrs L claimed for the damage to their conservatory, they said they came home to find the floor covered in glass as the inside pane of the conservatory had shattered from the roof panel and they did not know the cause. But this break to the glass happened *after installation*, so in line with the terms and conditions set out above, this doesn't appear to be covered under their guarantee.

I understand Mr and Mrs L think that regardless of this, their claim should still be covered as they are of the opinion the glass in their conservatory shattered as a result of defective materials or workmanship. But as set out above the onus is on Mr and Mrs L to show why this is most likely the case and from what I've seen, I'm not persuaded that they have done this.

I say this because, while Mr and Mrs L have provided some general information about how defects in glass can occur, I can't see that this information is specific to their incident. Nor have I seen any professional or expert reports to support this opinion. From what I have seen in this case, Mr and Mrs L haven't, in my opinion, reasonably demonstrated that defective materials or workmanship was the most likely cause of the damage to *their* conservatory.

With all that in mind, I don't think Acasta has acted unfairly by declining the claim based on

the information available to it at this time. Therefore, I won't be directing it to do anything further in this case.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 26 July 2024.

Rosie Osuji
Ombudsman