

The complaint

Mr and Mrs H are unhappy Accredited Insurance (Europe) Ltd (Accredited) has declined part of a claim made under their home insurance policy.

What happened

An internal pane of glass in Mr and Mrs H's double-glazed skylight shattered, showering glass below, which also caused damage to their flooring. Mr and Mrs H contacted Accredited, their home insurance provider, to make a claim.

Accredited appointed a surveyor to inspect the damage, and they concluded the claim would be covered under the accidental damage section of Mr and Mrs H's policy.

Accredited then appointed a glazing company to inspect the damage and provide a quote for repairs. Following this, Accredited declined the claim for the glass pane as they said the glazing company was unable to determine a cause of damage. Whilst Accredited declined this part of the claim, they accepted the claim for the flooring damaged by the falling glass.

As Mr and Mrs H were unhappy with Accredited's decision, they approached this service.

One of our investigators looked into things and she upheld the complaint. She said that Accredited's own surveyor had reached a conclusion on the cause of damage and that the glass part of the claim should be covered under accidental damage. She recognised the glazing company later appointed said they were unsure of the cause of damage, but she thought it reasonable to rely on the surveyor's conclusions on the cause.

Therefore, the investigator recommended Accredited should consider the claim under the accidental damage section of the policy. She also said Accredited should pay £100 compensation for the trouble and upset they caused Mr and Mrs H by unfairly declining this part of their claim.

Accredited didn't agree and asked for a final decision from an ombudsman.

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 reached the same outcome as our investigator.

Mr and Mrs H's policy covers accidental damage to glass (and sanitary fittings) as standard. They also have extended accidental damage for both building and contents. The policy defines accidental damage as:

*“Accidental damage
Sudden, unexpected and physical damage which:
i. happens at a specific time; and*

- ii. *was not deliberate; and*
- iii. *was caused by something external and identifiable.”*

Following the claim being made, Accredited appointed their surveyor to attend and inspect the damage. The surveyor concluded:

“The damage internally is to one side of the double glazed unit skylight fixed dome, there is damage externally from water penetration cause to this(sic) fracture and as such will be cover under AD”

So, they concluded external water ingress had caused the pane of glass to fracture, and that this should be covered under the accidental damage section of Mr and Mrs H’s policy.

Accredited subsequently appointed a glazing company to inspect and quote for the repairs. When providing a quote, the glazing company also said:

“In this instance our surveyor was unable to establish a cause of damage.”

On this basis, Accredited say that as the cause of damage is unknown and unidentifiable, there is no insured event and no cover under the accidental damage section of the policy. Therefore, Accredited subsequently declined this part of the claim.

Ordinarily where there are different or conflicting expert reports on causes of damage, we’d consider which is most persuasive, on balance, in demonstrating and supporting the conclusions reached. Here though, the position is different.

Instead, I have one opinion that the cause of damage was water ingress causing the pane to fracture and should be covered under accidental damage, and another which said they don’t know what caused the damage.

Accredited seeks to rely on the opinion of an unknown cause of damage to conclude the claim isn’t covered under accidental damage. But I don’t agree that is a fair and reasonable approach here. I say this because, in the circumstances of this case, I don’t think it’s reasonable to conclude no opinion on a cause of damage, outweighs an opinion on the cause of damage, when that opinion was given by Accredited’s own surveyor who inspected the damage. In effect, in the absence of an opinion on the cause of damage from the glazing company, I effectively have one expert opinion on the cause, and that is the conclusions reached by Accredited’s own surveyor.

Accredited argues that their surveyor is only appointed to give an opinion, whereas the glazing company is a specialist in glass. However, I assume the surveyor is appointed by Accredited to inspect on the basis they are considered suitably qualified to give an opinion on whether a claim is covered under the terms of the policy. In fact, the surveyor report itself does indicate that the surveyor is operating under a delegated authority on behalf of Accredited. And whether they are a glazing company, or a surveyor, appointed by Accredited, each would be giving an opinion in any event.

If the glazing company had concluded there was another cause of damage, it was more persuasive, and this was shown to be excluded or not covered under the policy, then I might have reached a different view. But the fact here is that I can’t reasonably conclude someone being unable to determine a cause of damage outweighs the view of the surveyor, appointed by Accredited, that did reach a conclusion, unless there was firm evidence to demonstrate that the conclusion they reached was incorrect. And in the absence of any other expert opinion on the cause, or any evidence to demonstrate that the conclusion reached by the surveyor was incorrect, I can’t reasonably discount their conclusions.

With this in mind, I'll be directing Accredited to consider the claim under the accidental damage section of Mr and Mrs H's policy.

Mr and Mrs H have asked for a specific amount to be given in settlement of the claim. However, I'll be directing Accredited to consider the claim under the accidental damage section of their policy, rather than awarding a specific amount. This is because it's been six months since the glazing company inspected, so it's unclear if that quote is still correct in order to repair the glass. But if Mr and Mrs H are unhappy with the settlement ultimately offered by Accredited, then they'd be free to raise this as a new separate complaint, subject to our normal rules and timescales.

I also agree with our investigator that Accredited should pay Mr and Mrs H £100 compensation for the trouble and upset caused as a result of unfairly declining this part of their claim.

My final decision

It's my final decision that I uphold this complaint and direct Accredited Insurance (Europe) Ltd to:

- Consider Mr and Mrs H's claim under the accidental damage section of their policy
- Pay Mr and Mrs H £100 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 7 February 2024.

Callum Milne
Ombudsman