

The complaint

Mr and Mrs B have complained that Accredited Insurance (Europe) Limited ('Accredited') declined their claim for storm damage under their home insurance policy and about its general handling of the matter. For the avoidance of doubt, the term 'Accredited' includes its surveyors, contractors and agents for the purposes of this decision.

What happened

In early January 2024, Mr and Mrs B contacted Accredited to inform it that in recent high winds, that leaded glass window at their home had been blown inwards and had broken the seal at the side of the leaded pieces of glass. Mr and Mrs B held a home insurance policy with Accredited at the relevant time.

Accredited's agent attended Mr and Mrs B's property at the end of January 2024 and a further inspection was then carried out by a field surveyor, and then in-house surveyor reviews were carried out. The claim was ultimately declined by Accredited as it considered that the damage was not a direct result of storm conditions. Mr and Mrs B were unhappy with this decision and raised a complaint, however Accredited maintained its decision.

Mr and Mrs B referred their complaint to this service. The investigator upheld the complaint. He didn't think that the images showed signs of fatigue to the lead on the windows that were damaged. He referred to the low quality of the external images of the damaged windows which were taken from some distance as the windows were located high up. He said that the report of Accredited's field surveyor who attended the property supported his view, and he found this report to be more persuasive than that of Accredited's in-house surveyors.

Accredited didn't agree with the investigator's view and the matter has now been referred to me to make a final decision in my role as 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.

The key issue for me to determine is whether Accredited acted in a fair and reasonable manner in applying the terms and conditions of the relevant policy to decline Mr and Mrs B's claim. I don't consider that it's acted in a fair and reasonable manner, and I'll explain why.

In reaching this final decision, I've also carefully considered the submissions of the parties which are summarised as follows. I firstly deal with Mr and Mrs B's submissions. They felt that Accredited's agent who attended their property in January 2024 wasn't suitable qualified to comment on the windows, as he was from a firm that fitted modern uPVC style windows and had stated as soon as he arrived at the property that his firm couldn't repair these particular windows. However, Mr B said that he'd explained to Accredited that the survey would need to be done by someone with experience of historic buildings. Accredited then appointed surveyors to assess the damage and provide a scope of works.

In the meantime, Mr B also asked local companies who worked on leaded windows to visit to quote for the work. He'd also obtained scaffolding quotations, as Mr and Mrs B were keen to get the work carried out as soon as possible. Accredited confirmed that it would review these quotes if necessary.

Mr B said that the surveyor attended in mid-February 2024, took photographs, and *'verbally informed me that they could see the damage that had been caused by the wind.'* A week later, Mr and Mrs B received correspondence from Accredited to apologise for the delays. It said that due to the style of the window, it would require Mr and Mrs B to arrange for specialists to provide two quotes for the required works, as it didn't have any contractors that specialised in the area.

Mr B said he then spent a significant amount of time arranging for leaded glass specialists to look at the damaged windows, and for scaffold contractors to quote for the access. Mr and Mrs B thought that this meant that the claim would be settled. He informed Accredited at the end of February 2024, that as his leaded glass specialist was incredibly busy, *'and in order to get the work done this summer (essential) they will need instructing imminently.'*

Mr B said that he chased the matter twice and received a response from Accredited in mid-March 2024 to say that the claim had been repudiated, as it didn't think that the damage had been caused by a one-off insurable peril. The surveyor who then contacted Mr B said he'd reviewed the images and confirmed Accredited's decision but stated that he'd only looked at the images that were taken from the outside of the building, and it was admitted that the photographs were taken from far away, so Mr B didn't think the claim had been assessed robustly. Mr B didn't agree that a professional assessment could be made without a physical inspection. He disagreed that leaded windows required regular maintenance, and the specialists he'd engaged confirmed that leaded windows should last for up to 100 years.

In summary, Mr and Mrs B disagreed that the damage caused by *'an incredibly powerful storm'*, wasn't covered by their insurance policy. They said that Accredited's handling of the matter had caused quite a lot of distress and inconvenience for them. They said that they were approaching *'another autumn and winter where the damage to our windows has not been rectified, and this is causing a huge amount of stress to us.'*

I now turn to Accredited's submissions in response to Mr and Mrs B's complaint. It referred to the provisions of the relevant policy, and in particular to the section regarding storm and its definition. It acknowledged that, having reviewed the weather data for the area on the relevant date, the highest wind speed recorded was 72mph. It was therefore satisfied that the policy definition for a storm event had been met.

As to whether these wind speeds were the direct cause of the damage, Accredited concluded that this wasn't the case. It said that it initially instructed a windows and doors specialist and his report didn't confirm the cause of the damage and confirmed that his firm wouldn't be able to carry out the reinstatement work. He acknowledged that scaffolding and a specialist repair would be needed. Accredited's field surveyor then attended to inspect the damage. Accredited said that its field surveyor was also unable to validate the claim due to the nature of the property, so he simply inspected, gave his thoughts on what was required and took photos of the damage so that a desktop survey could be carried out. Accredited said that if a surveyor accepted a claim, this didn't always mean that it was a correct decision, and this is why it had its review process in place.

Accredited's in-house surveyor then reviewed the field surveyor's report and photographs and stated, *'the images show signs of fatigue to the lead and evidence of cracking to the welds, had these windows been in good condition would the wind have caused the damage? In my opinion no, the wind has merely highlighted a pre-existing defect with the windows.'*

He also stated that, as the lead provided the structure and stability to the window, it was of utmost importance to ensure that the lead is in good condition.

The in-house surveyor said that lead could fatigue due to many reasons, and over time lead would *'expand and extract [sic]'*, causing it to weaken, usually around the stress points. He said this causes the welds to crack, and the lead would also fatigue when the putty around the glass deteriorates, *'allowing the moisture to sit in the lead channels which can freeze and expand and causes the lead and joints to crack...'* He also thought that exposure from sunlight over time could cause issues. He concluded that leaded windows required regular maintenance to prevent them from failing.

Accredited then referred to the general exclusions section of the policy wording to support its decision to decline Mr and Mrs B's claim. It considered that the damage was *'due to wear and tear and is a maintenance issue in which the strong windows [sic] have merely highlighted.'* It said that following a technical review, its regional surveyor advised that when the lead in windows begins to fatigue, this can cause weakness and the window can begin to bow outward or inward or leak. He also said that when the lead in the window begins to weaken, more pressure is placed on the glass and could cause breaks in the glass. With reference to the photographs, it highlighted areas with red circles which it said showed fatigue and cracking to the lead *'which has allowed the window to bow inwards.'* It also referred to a lack of maintenance as shown by areas of the external mortar around the windows with bits missing, which it thought provided evidence of gradual deterioration.

Accredited concluded that it was clear *that 'any wind speeds present around the date of loss had merely highlighted the poor condition of the lead and are not the direct cause of the damage.'* It said that the windows will have experienced much higher and stronger windspeeds in the past and withstood this previously, so this showed that the gradual deterioration had weakened the welds and the lead over time allowing them to fail. As to the delay in reaching its decision, Accredited said that it had waited until Mr and Mrs B had provided their own evidence before making the decision, and ensured that its regional surveyor was involved.

I now turn to my reasons for upholding Mr and Mrs B's complaint. The starting point for cases of this nature will be the specific terms and conditions of the relevant policy documents, as these form the basis of the contractual agreement between the insurer and policyholder. I note that in this case, damage caused by storm events is covered in principle. A 'storm' is referenced as follows; *'A period of violent weather defined as...a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55 mph.'* The policy is also subject to the usual standard exclusions and conditions. Here, these include *'Loss or damage as a result of gradual causes including: wear and tear... gradual deterioration (whether you were aware of it or not), exposure to sunlight or atmospheric conditions...warping or shrinkage, rusting or corrosion,and costs that arise from using or maintaining your buildings and contents normally.'*

In considering storm damage complaints, our service has a three-step approach. We firstly consider whether storm conditions occurred on or around the date the damage was said to have happened. In this case, the parties agree that storm conditions occurred on the date and in the location of damage to Mr and Mrs B's property. Winds of 72mph on the scale referenced by Accredited's policy would amount to a violent storm, bordering on hurricane conditions.

The second question for determination is whether the relevant damage is consistent with damage a storm typically causes. Clearly, storm conditions can cause windows to be blown in or out in extreme cases, and so I determine that this test has indeed been met.

The third and key question for determination is whether in this case the storm conditions were the main, or predominant, cause of damage to Mr and Mrs B's windows. In making this determination, the evidence of experts needs to be carefully considered and would usually be persuasive. Here, the expert evidence provided by Accredited consists of the initial brief report produced by its agent, a second brief report and photographs produced by its field surveyor, and assessment of these by an in-house surveyor and regional surveyor. The field surveyor concluded that the proximate cause of the damage was a storm, and he didn't identify any pre-existing or on-going defects to suggest that a general exclusion applied here, and the report suggested that cover was in place.

I've looked carefully at the images and the alleged wear and tear circled red by Accredited's expert. In this case, I don't consider that the photographic evidence was sufficiently clear for the in-house and regional surveyor to make an authoritative assessment of the predominant cause of damage. I agree with Mr and Mrs B that it's unfortunate that Accredited hadn't engaged a specialist to attend and consider the cause of damage on site following a physical examination. In the circumstances, I don't find the opinions of Accredited's in-house experts to be as persuasive as would otherwise have been the case.

Whilst I agree that if windows show clear evidence of failure to the lead, then that should be repaired and maintained by the property owner. As above however, I've not been provided with any clear evidence of lead failure in this case. There may have been evidence of failing mortar, however that it not the issue before me. In the circumstances, I find the field surveyor's evidence to be the most persuasive, as he had inspected the site in persona and had reached a clear view that the proximate cause of damage was the storm.

It also doesn't appear that Accredited gave full regard to the strength of the wind in this particular case. I consider that the agreed wind-speed here had reached exceptionally violent levels and the property was unlikely to have experienced these wind-speeds, save on rare occasions. Accredited's statement the windows will have experienced much higher and stronger windspeeds in the past and withstood this previously is therefore not helpful.

In conclusion, it may indeed be the case that two factors were at play and that the nature of the windows, and their structure contributed to the damage. However, in all the circumstances, I'm satisfied that violent storm conditions were the predominant cause of the damage here. In the circumstances, I don't consider that Accredited acted in a fair and reasonable manner in declining Mr and Mrs B's claim

As to the delay in Accredited processing this claim, I note that Mr and Mrs B had made it clear from the outset that the windows needed to be inspected by specialists. I also note that they were encouraged by Accredited to seek their own quotes and that they had therefore gone to the time and trouble to arrange inspections and quotes from specialists and had therefore been led to believe by Accredited that their claim would be successful. I can appreciate Mr and Mrs B's concern that they are now facing autumn and winter without the reinstatement of the windowpanes having been carried out. In the circumstances, I consider that Mr and Mrs B have experienced unnecessary delays, and consequently, distress and inconvenience over and above caused by the incident itself due to Accredited's handling of this matter. I'm satisfied that it should therefore pay compensation of £150 to Mr and Mrs B.

I wish to thank both parties for providing clear and concise submissions and appendices for consideration in this matter. In all the circumstances however, I'm satisfied that this final decision provides a fair and reasonable outcome to this complaint.

My final decision

For the reasons given above, I uphold Mr and Mr B's complaint and I require Accredited Insurance (Europe) Limited to do the following in response to their complaint:-

- Promptly settle Mr and Mrs B's claim in line with the remaining terms and conditions of their policy, and
- Pay Mr and Mrs B £150 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 30 October 2024.

Claire Jones
Ombudsman