

The complaint

Mrs M complains that Highway Insurance Company Limited (Highway) didn't cover her claim for storm damage in full, under her home buildings insurance policy.

What happened

Mrs M's conservatory glass roof was damaged in a storm. She contacted Highway to make a claim. It sent a surveyor to assess the damage. Highway told Mrs M it would cover four glass panes as these were damaged by the storm. But it wouldn't cover the remaining three damaged panels, as these weren't damaged by the storm. Mrs M provided a letter from a friend who is a retired quantity surveyor. He said the damage was due to the storm. Highway didn't change its decision and so she complained.

In its final complaint response Highway says three of the conservatory roof glass panels showed signs of historic damage. There is no cover for damage that happens over time or due to wear and tear. Highway says its settlement payment for £1,789.64 (net of Mrs M's policy excess) was correct. This covered the cost of replacing the four panels that were damaged by the storm.

Mrs M didn't think she'd been treated fairly and referred the matter to our service. Our investigator didn't uphold her complaint. He says that on the balance of the evidence Highway had acted reasonably when it declined to cover three of the damaged panels. He thought its findings were reasonable that these were damaged due to metal wire in the glass having rusted and expanded, causing cracking over time.

Mrs M didn't agree. She says she's provided evidence that shows the metal wire can quickly rust in the glass once it had cracked due to the storm. Our investigator didn't change his mind, so Mrs M asked for an ombudsman to consider her complaint.

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 not upholding Mrs M's complaint. I'm sorry to disappoint her but I'll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether an event can be classed as a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I can't see a storm definition in the policy documents supplied by Mrs M and Highway. However, the business doesn't dispute that there was a storm at the time the damage occurred. So, I don't need to consider this point further.

I think damage to a conservatory glass roof is typical of something caused by a storm. So, the answer to question two is also yes.

I've thought carefully about whether the storm was the underlying cause of all the damage with respect to question three.

I've read the surveyor's report Highway obtained. This says the conservatory roof is made up of eight panels. The glass has wire inside to provide strength. The surveyor says it's very common for these types of panes to crack at the edge. This is because the wire inside the glass rusts, causing it to expand and crack. He says three panes have visibly rusted wire inside. Whereas four of the panes show signs of an impact and no rust.

In its submissions to our service Highway adds that the wire mesh in this type of glass continues to the end of the pane. This is cut to size with the wire inside. It says the ends of the wire mesh can be felt at the edge of the glass pane, which shows that it protrudes out from the glass.

A diagram of the damage was provided by Highway's surveyor. He denoted three of the glass panels with cracking at the edges. The remaining four have signs of an impact at various positions. I've looked at the photos the surveyor took. This supports his diagram and what he says about the cracks that are at the edge on three of the glass panes. These cracks have a reddish colour which indicates rusting has occurred. There are no signs of impact damage on these panes.

I've read the letter Mrs M's friend provided. I understand from this that he is a retired quantity surveyor. From his comments all the cracks are the result of storm damage. He says some of the cracks are slightly more discoloured due to their positioning in the panels. He also says this type of glass doesn't rust as the wire mesh is embedded during the manufacturing process.

I've looked at the web links provided by Highway. It says that this shows the wire mesh inside this type of glass can develop rust. It refers to this as being a disadvantage of this type of glass. Highway highlights comments in the information it provided to wired glass not being suited to areas of high rainfall and humidity.

I've read a letter Mrs M provided from a Glass supplier/installer she contacted. It says rust would only appear in the middle of the glass where breakages have occurred. It says rust spots around the edges wouldn't expand to break the glass. Mrs M sent an email she obtained from another glass company. This is poorly written and doesn't make sense. However, the final line of the email says, "*rusting to the glass would not cause the glass to crack*".

Mrs M has received the support of her local MP in her complaint. Her MP asks that the evidence is reconsidered.

Having carefully considered all of the evidence, I find Highway's surveyor's opinion more persuasive. I say this because each of the panes of glass excluded from the claim have cracks emanating from the edge. All of these show signs of rusting. This fits with the

explanation of the wire at the edge rusting over time, causing the glass to crack. The glass panes Highway has covered in the claim don't show any signs of rusting within the glass. And as discussed there are clear impact marks on these glass panes. So, I think the evidence supports some glass panes having been struck by objects during the storm. This caused the impact marks and the cracking. I think the surveyor's explanation is persuasive that the remaining glass panes have cracked due to the wire mesh at the ends rusting and expanding over time.

Mrs M's policy excludes damage caused gradually over time or as a result of wear and tear. I think Highway has reasonably shown that this exclusion applies for the three glass panes it declined to cover.

I acknowledge Mrs M's friend says he didn't notice any cracks when he visited her at Christmas time in 2023. This was just over two months prior to the storm. Mrs M says the cracks may not all have happened at the same time. But rather the cracks showing signs of rust may have happened during an earlier storm. The later cracks have therefore not had time to develop rust. However, Mrs M also refers to online information that says rusting can occur within days once glass containing wire mesh is cracked. So, although I've considered her comments, and the information she provided carefully, I'm not persuaded that she's shown all the glass panels were damaged by a storm.

In these circumstances I don't think Highway treated Mrs M unfairly when it decided to cash settle her claim for the storm damage covered by its policy.

I can see Mrs M has accidental damage cover within her policy. I've looked to see if this provides cover here. But I don't think it does. The same exclusions apply for any damage that occurs gradually.

I'm sorry that Mrs M has had to borrow money in order to complete the repairs to her conservatory. This must have been a very upsetting time for her. But having considered the evidence I don't think Highway treated her unfairly in how it settled her claim. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 13 November 2024.

Mike Waldron
Ombudsman