

The complaint

Mr and Mrs W complained that Accredited Insurance (Europe) Ltd (“Accredited”) unfairly declined their claim for storm damage, under their home buildings insurance policy.

I’ll refer to Mr W for ease.

What happened

Mr W moved into his house on 1 November 2024. On 23 February 2025 he noticed rainwater ingress through large oak windows that had affected the laminate flooring. He contacted Accredited to make a claim. An assessor was sent to inspect the damage. He told Mr W the damage was likely due to construction issues. Mr W didn’t accept the assessor’s findings. So, Accredited arranged a further inspection with a window specialist.

Mr W said the claim was closed in error prior to the specialist’s inspection. But after the second inspection was completed Accredited declined his claim saying the damage was due to wear and tear. Mr W said two surveys were completed prior to him buying the house. Neither raised any issues with the windows and so he made a complaint.

In its final complaint response Accredited accepted that storm force winds were experienced around the time Mr W noticed the damage. But it said both reports it obtained confirmed the damage wasn’t due to an insured cause. It did however offer Mr W £100 compensation and an apology for closing his claim prematurely.

Mr W didn’t think Accredited had treated him fairly and referred the matter to our service. Our investigator didn’t uphold his complaint. He thought the inspection reports supported the businesses position. Namely that the damage was due to a gradual cause, resulting from wear and tear. He said the apology and compensation Accredited offered was fair to acknowledge the service issue.

Mr W didn’t accept our investigator’s findings and asked for an ombudsman to consider his 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 Mr W’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

It’s for the policyholder to show that they have suffered from an insured loss. If they can then, generally speaking, the insurer should pay the claim. This is unless it can rely on a policy exclusion not to.

Accredited considered Mr W’s claim under a storm cause. Based on the information he

provided this was appropriate. So, I've focused on this here.

There are three questions we take into consideration when determining whether a storm caused the damage in question. 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've seen weather records for the date on which Mr W said the damage occurred. Wind speeds exceeding 60mph were recorded. His policy defines a storm as wind speeds over 55mph. I note Accredited doesn't dispute that storm conditions were experienced. So, the answer to question one is yes.

Rainwater ingress is typical of damage a storm can cause so question two is also yes. The final point I need to be satisfied with is that the storm was the underlying cause of the damage. I've referred to the two reports Accredited obtained and the 'Single Survey' reports Mr W provided. I've copied the relevant excerpts below:

Accredited reports:

"Poor workmanship - Potential construction issues or installations of the glass windows at both sides [sic] of the house" – from the first inspection

"Problem is not to do with storms [sic] all lack of maintenance on oak timber frames is cause of water ingress. All seals are cracked open. Recent high winds are making water ingress worse. Policyholder has accepted wear and tear to both large windows" – from the window specialist.

Single survey reports provided by Mr W

"Windows, external doors and joinery – Repair category 1 – No obvious defects noted. Double glazed units deteriorate as they age and can fail at any time. Opening mechanisms and seals are particularly prone to unexpected failure" – from the survey report dated 13 August 2024 provided to the seller of Mr W's home. An earlier survey from April 2024 provides the same information, albeit it says, "No obvious significant defects noticed" again in relation to the windows.

I've looked at the photos taken from the first inspection Accredited arranged. I can see evidence of rainwater ingress and some staining to the frames and floor. However, I'm not an expert in this area so I must rely on the expert opinion provided. The first report provides limited commentary on the cause of the problem. However, it does make clear that this is not the result of a storm.

That said the window specialist provides more detail and is clear that the problem is a maintenance one, and that the window seals are cracked. The specialist also makes clear that a storm isn't the cause of the damage.

Mr W contacted the surveyor that wrote the Single Survey reports. These were produced for the seller of his home. The surveyor said, *"there were no obvious defects to the windows at the time of our inspection and their condition was that of good and reasonable order. The*

issues experienced are in my view caused by failures during the storms of February 2025”.

We asked for Accredited’s view on the surveyor’s comments. It responded to say the surveyor assisted in the sale of Mr W’s house and so is not independent. It said if the surveyor had made an error in the report this could be costly given Mr W may not have purchased his house. It said this is why the surveyor has backed up the April/August 2024 reports. Accredited commented that the seals could have failed at any time after the April/August reports up to the date of the storm. It also commented that the surveyor hadn’t viewed images of the damage or been back to the property – but had responded based on the information Mr W had given.

Having considered all of this I’m more persuaded by the expert opinion provided by Accredited. Both assessors confirm that a storm is not the cause of the damage. The window specialist is clear that the problem is due to a lack of maintenance resulting in the seals cracking. The Single Survey said there was no obvious defects to the windows. But as Accredited highlights, the survey(s) were conducted some time before the loss occurred. In addition, the Single Survey says seals are particularly prone to unexpected failure. Based on this information I don’t think the storm was the underlying cause of the damage. This was likely due to a gradual cause resulting from wear and tear. Mr W’s policy excludes gradual causes. So, I’m satisfied that the answer to question three is no, and Accredited can reasonably decline the claim.

Mr W’s policy provides cover for accidental damage. I’ve considered whether this could apply here. But the policy definition for accidental damage is that of sudden, unexpected physical damage. The indication is that the damage occurred gradually over time. So, this cause can’t apply here either.

I acknowledge Mr W’s comments that his window seals cracked due to persistent rain and wind. He refers to an internet search that shows seals can crack during a storm. Mr W also said that heavy rain can saturate wooden window frames causing them to swell and contract. He said that when repeated this can weaken the seals. But the expert opinion explained that a one-off storm event isn’t the underlying cause of the water ingress. I don’t think the points Mr W has set out reasonably prove otherwise. The process of wood expanding and contracting through water saturation is something that occurs gradually. This is not something a one-off storm event would cause.

I’ve thought about Mr W’s concerns with the service he received and the standard of claim handling. He specifically referred to his claim being closed in error. I agree that this should not have happened. Accredited did subsequently reopen his claim and arranged for the specialist to inspect the damage. But I can understand that Mr W was already distressed about the damage to his home and this was made worse by the error that was made here. It’s appropriate that the business acknowledged this with an apology and compensation. But I think what it has already offered is fair, so I won’t ask it to pay more.

I’m very sorry that Mr W’s home needs repairs that are not covered by his policy. Particularly as this was not long after he bought the property. But I don’t think Accredited treated him unfairly when it relied on its policy terms and conditions to decline his claim. So, I can’t reasonably ask it to do anymore.

As our investigator explained our service can only consider those complaint issues that Mr W has raised with the business in line with the Financial Conduct Authority dispute resolution, or DISP rules. It’s those concerns that I have considered in my decision here.

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 Mr W and Mrs W to accept or reject my decision before 24 November 2025.

Mike Waldron
Ombudsman