

The complaint

Mr W complains about Accelerant Insurance UK's handling of his building warranty claim.

All references to Accelerant also include its appointed agents.

What happened

My decision refers to events up to Accelerant's final response letter of October 2024. Any reference to events following this date is for context only.

- Mr W owns a new build property with a building warranty policy.
- Mr W made an insurance claim through his buildings insurance policy around December 2020 regarding issues with the rear sliding doors.
- His insurer sent a contractor "M" to inspect the rear sliding doors in February 2021. M identified several issues including the track dipping and bowing significantly in varying parts.
- M said it didn't believe it would be possible to repair the doors as there were too many ongoing issues due to the original installation being poor. It said a complete refit would be needed.
- A surveyor, "C", attended the property on behalf of the insurer in March 2021. It noted the foot of the rear sliding doors frame had sunk in one location and raised in another.
- It said the cause of the movement was inadequate foundations to support the load bearing bottom rails and this likely hadn't been considered when the property was designed and the doors installed.
- C said it was possible the foot of the frame could be replaced upon a new foundation and advised the manufacturer to attend to advise on the possibility of a repair.
- However, C said it believed the issues to be related to poor installation.
- Mr W's buildings insurer declined the claim. Mr W has subsequently raised these issues with Accelerant around March 2023. Part of this complaint also relates to issues with the front door at the property. Both doors are reported to not be functioning properly and are allowing water to ingress into the property.
- Mr W had engaged his owner surveyor "W" who attended the property in February 2022 regarding a separate issue at the property. W provided a further report in December 2022, based on their inspection in February 2022. In doing so, they provided further comments regarding the front door and rear sliding doors.
- They said the rear sliding doors were unstable when operated and poor fitting of the doors would explain why they were allowing water ingress. They said the doors were defective and had likely been that way since installation.
- Regarding the front door, W said the fitting of the door was likely to be defective. They highlighted that the door was jamming, likely due to the buckling of the frame. They said this posed a health and safety risk and provided reasoning as to why they believed so.
- Accelerant attended the property in July 2023.

- Regarding the front door, it said when the door was opening it was binding on the floor tiles, which had been installed at the wrong height. It also noted the door's frame was slightly out of line, which was causing the door to drop as it opens.
- Regarding the rear sliding doors, it said there were several potential causes for the dropping and bowing of the bottom of the track, but felt it was most likely the use of timber packers which had decayed over the last 10 years and the weight of the door had crushed them. It also suggested weak mortar which again could've broken down over time with the weight of the doors. It acknowledged C's view regarding inadequate foundations to support the door but offered no further comment on this point.
- Accelerant declined the claims for the doors. It said to meet the definition of structural or major damage under the policy there would need to be an issue with the load bearing structure that the rear sliding doors sit on, but as it believed the issues to be due poor workmanship, that definition wasn't met. Additionally, it said the front door was not load bearing and would not be covered.

Steel beam issues

- Mr W disagreed with Accelerant's decision to decline the claim. A complaint was raised with Accelerant. In September 2024, Mr W was provided by commentary from a contractor regarding a structural steel beam at the property which was located above the rear sliding doors. They observed the beam was not level. It commented that over time damage could have been caused to the door fixings, the door itself and possibly the foundations below.

In its final response letter, Accelerant said:

- It didn't feel the definition of 'structure' under the policy would include doors as they are not a surface, or load bearing elements of the property.
- It said as it didn't consider doors to be a load bearing element, damage to a door itself didn't meet the policy's definition of 'Major Damage'.
- Regarding the steel beam, and concern this issue was linked to the rear sliding doors. It said while it didn't disagree the steel had been installed out of level; it did not see any evidence of movement or damage resulting from it. So, it wasn't persuaded this had contributed to the issues with the rear sliding doors and that there was a valid claim for the steel itself.

Mr W was unhappy with this and referred the matter to our service. In his submission, he outlined his complaint:

- He says there are structural defects in the brick and blockwork beneath the rear sliding doors that have led to the movement and the subsequent water ingress.
- He feels the damage to both doors meets the policy definitions of major damage and structure.
- He says Accelerant have unfairly declined his claim without carrying out a sufficient investigation or providing sufficient explanation. He said it failed to address the evidence in the available reports from its own appointed agents and "W".
- He has also highlighted health and safety concerns regarding the front door and referenced a bowed steel beam above the sliding doors, referenced by W— which he said may have contributed to the movement of the doors and affecting the structure.
- To resolve matters he would like Accelerant to reconsider and approve his claims for

defects to the rear sliding doors, the front door and for repairs to rectify the structural issues ensuring the safety and integrity of the property.

- Mr W also said he incurred around £6,000 in legal expenses. He said this was to help him understand the warranty and its terms. He said however the legal advice lacked clarity and did not provide a clear resolution to the claim, which led him to begin direct correspondence with Accelerant, in which he was able to successfully resolve other aspects of his claim that do not relate to the doors.

Our investigator's view

Our investigator recommended Mr W's complaint be upheld and Accelerant should settle the claim.

She said C's report had confirmed the sliding doors had been damaged due to movement, caused by an unstable and inadequate foundation. She said based on this she was persuaded the doors have allowed ingress due to the load bearing walls they were installed on being defective.

She didn't think Accelerant had fairly declined the claim for the front door. She said although the front door wasn't loading bearing, the issues with it posed a health and safety risk, as highlighted by W. She referenced policy wording which she felt covered defects causing health or safety risks to the structure. She said Accelerant should pay for proper installation of the front doors.

She said there was no evidence to suggest the issue with the steel beam had been considered by Accelerant but said if it forms part of other aspects of Mr W's claim, which it already agreed to cover, she expected them to settle the claim for additional works required for the reinstallation of the steel beam.

Our investigator also said as a solicitor's involvement didn't make a difference in the outcome of the claim, she wouldn't be asking them to reimburse these fees.

Mr W accepted our Investigator's view of the complaint. He provided further comments regarding a previous settlement agreed with Accelerant about other aspects of the claim. He has also provided further comments where he reiterated the findings of M and C in 2021, and the conclusions reached by W.

Mr W also told our investigator he had now completed structural repairs to the rear sliding doors as the work could no longer be delayed due safety concerns and water ingress risks.

Accelerant disagreed with our investigator's view of the complaint. In summary, it said.

- It reiterated its stance that the rear sliding doors didn't form part of the structure and therefore did not constitute a valid claim.
- It said it believed additional investigatory works were required to determine the cause of the defect. It pointed out C's report was historic, and its own expert felt issues were due to the timber packers decaying, not the foundations. It said C had also remarked the doors had not been damaged and repairs would resolve matters.
- It reiterated its stance regarding the front door. It said it didn't believe floors fell within the definition of structure and so didn't fall into the category of a condition that required immediate remedial action to prevent imminent danger to health and safety caused by a defect in the structure.
- Regarding the steel beam, it said it had settled a separate aspect of this claim with Mr W. It said it had also responded to this in relation to the rear sliding doors in its

final response letter to Mr W. It reiterated that it didn't believe there was any evidence the steel beam had caused major damage and therefore wasn't a consideration regarding the claim for the doors.

- It said there was no sign of cracking to the render or evidence of movement, which it would expect if the steel beam was heavily distorted. It said had it happened the damage would likely have been worse – such as the doors being crushed and unable to be opened, and the glass cracking. As this wasn't the case, it wasn't persuaded the steel beam had caused the issues.

In further correspondence, Accelerant reiterated it disagreed with our investigator's view. But made an offer to settle the complaint.

It said C's report had set out the defect causing damage to the sliding doors is repairable, and should cost in the region of £5,000 plus VAT. It said considering a rise in costs, it would be willing to offer £8,000 to Mr W regarding the rear sliding doors. It said a £1,000 excess would usually be deducted from this amount under the policy, which it also offered to waive.

Regarding the front door, it said it would be willing to offer Mr W £1,000 in settlement.

Mr W did not accept Accelerant's offer.

The complaint has now passed to me.

My provisional decision

I issued a provisional decision on 7 July 2025. In my provisional findings, I said:

"Policy terms and definitions

The policy says it will cover the cost of work to the residential property caused by major damage.

The policy defines the 'residential property' to include the structure. The policy defines the structure as:

a) Foundations;

b) Load-bearing parts of floors, staircases and associated guard rails, walls and roofs, together with loadbearing retaining walls necessary for stability;

c) Roof covering;

d) Any external finishing surface (including rendering) necessary for the water-tightness of the external envelope;

e) Floor decking and screeds It defines 'major damage' as:

a) Destruction of or physical damage to a load bearing element of the Residential

Property caused by a defect in the design, workmanship, material or components of the Structure which adversely affects the structural stability or resistance to damp and water penetration; or

b) A condition requiring immediate remedial action to prevent damage to a load bearing element of the Residential Property which adversely affects the structural stability or resistance to damp and water penetration; or

c) A condition requiring immediate remedial action to prevent imminent danger to the health and safety of the occupants caused by a defect in the design, workmanship,

material, components of the Structure or failure of the Developer to comply with Building Regulations in respect of chimney and flues;

The rear folding doors

Having considered all the information available I'm more persuaded by the findings of C's report, provided by Mr W – which says the issue with the rear sliding doors is with the foundations below the doors.

It has been consistently identified there were issues with the bowing and sagging in the bottom runner of the doors, this was highlighted by M, C, W and Accelerant itself.

While Accelerant provided their own opinion on what it felt had likely caused the issues, it also acknowledges another possibility, suggested by C, is that the brickwork below the door failed and subsided, causing the bottom track to drop. It doesn't offer any other comment regarding this, so I'm persuaded it doesn't therefore rule out the issues with the foundations being the cause.

So, I think the cause of the issues was likely due to a failure of load bearing and structural elements of the property as C has suggested. Consequentially this has caused damage to the doors.

While I note C's report suggests the doors could be repaired, M's report highlighted issues with the doors in 2021, prior to C's attendance, and said they didn't believe they could be repaired.

However, I think Accelerant have unfairly declined the claim, if it had accepted this in 2023, I think further investigation would've been required regarding repair of the doors (M suggested the manufacturer be consulted in their report). However, Mr W has now had work completed to repair the issues with the structure and the rear sliding doors. So, I think it now reasonable that Accelerant reimburse Mr W for all claim related costs.

Accelerant may require a detailed invoice setting out the work required, which it can ask Mr W for. It should also pay Mr W 8% simple interest on this amount from the date the invoice was paid to the date it makes payment.

I also recognise this would have caused Mr W frustration and inconvenience. Accelerant are entitled to carry out its own investigations, however as I set out above, I think it could have come to a different outcome and could have done so sooner. So I think it should pay Mr W £150 compensation for the inconvenience its actions have caused.

The front door

Having considered this, I'm more persuaded by what Accelerant has said.

While W's report identified a defect and issue with the front door installation it doesn't contain much further detail to what's causing the door to jam. So, I don't find this persuasive.

In its report Accelerant set out several factors it considered to be causing the front door issues - including the floor tiles being installed at an incorrect height and timbers around the door opening to allow water ingress. However, considering these, I'm not persuaded these are structural or load bearing elements. So, I'm not persuaded therefore it meets the definition under the policy.

I've considered the health and safety term, but I don't consider this relevant here. This term relates to parts of the structure and as I've said above, I'm not persuaded the door or any of the issues identified to have caused the damage are part of structure.

So, I don't consider Accelerant acted unfairly in declining the claim. Accelerant has since offered £1,000 in settlement of this aspect – and considering what I've set out, I think this seems reasonable.

The steel beam

I'm aware there have been comments regarding another aspect of the claim that doesn't relate to the front and rear sliding doors. However, this isn't the subject of this complaint, so I haven't considered this aspect here except the steel beams in relation to the rear sliding doors.

If Mr W has further information about this or wants to raise a further complaint about new issues regarding the steel beam, he may consider doing so with Accelerant. He may consider bringing a further complaint to our service should he be dissatisfied with its response.

Regarding the sliding doors, I've considered the comments Mr W has provided from his contractor and comments from Accelerant. From reviewing photos of the area, I can't see any available evidence that persuade me the steel beam would be contributing to the issues with rear sliding doors. I would expect to see cracking to the render or internal areas to the property as Accelerant have described here, and the pictures I've seen do not show this to be the case. I've set out above I'm more persuaded the cause to be as C has described – the foundations supporting the doors at the bottom were insufficient. So, I don't think Accelerant need to do more here but if Mr W were to obtain further evidence, I would reasonably expect Accelerant to consider it.

Legal costs

I don't consider the matter sufficiently complex enough for solicitor involvement. So, I don't think Accelerant need to consider these costs.

So, for the reasons set out above, I intend to uphold this complaint.

Putting things right

I intend to direct Accelerant to do the following:

- *Reimburse Mr W for any claim related costs of works relating to the rear sliding doors.*
- *8% simple interest should be added to this amount from the date the amount was paid by Mr W to the date Accelerant makes payment to him.*
- *Pay Mr W £150 compensation".*

Responses to my provisional decision

Accelerant didn't respond to my provisional decision.

Mr W responded to say he accepted my provisional decision. However, he has provided further comments and asked for clarification about his ongoing position regarding matters with Accelerant and his property.

- Regarding the front door, he has asked for confirmation he retains the right to bring a new claim should further evidence arise.
- He said he noted my provisional decision Accelerant pay £1,000 for the door as part of the settlement.
- He reserved the right to bring a separate claim regarding the steel beam in future as he maintains the view there are indications of an insurable event.
- He has also asked if Accelerant has to pay the settlement without a deduction for a policy excess

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.

My decision and reasoning remain as in my provisional decision.

If Mr W obtains further evidence or reports, he should provide them to Accelerant to consider in the first instance. If he is unhappy with their decision, he may consider bringing a new complaint to our service.

As I said in my provisional decision, I don't consider Accelerant acted unfairly in declining the claim for the front door. Accelerant subsequently offered £1,000 in settlement of this aspect – and considering what I've set out, I think this seems reasonable. Mr W may choose to accept this aspect if Accelerant will still honour it in settling this part of the claim. But I make no direction for it to do so here.

A policy excess is applicable under the terms and conditions of the policy. Accelerant may choose to deduct this from any settlement it makes for the rear sliding doors as it is entitled to do.

Putting things right

To put things right, I direct Accelerant to:

- Reimburse Mr W for any claim related costs of works relating to the rear sliding doors.
- 8% simple interest should be added to this amount from the date the amount was paid by Mr W to the date Accelerant makes payment to him.
- Pay Mr W £150 compensation.

My final decision

My final decision is that I uphold Mr W's complaint.

To put things right I direct Accelerant Insurance UK Limited to do as I've set out above.

Accelerant Insurance UK must pay the compensation within 28 days of the date on which we tell it Mr W accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 18 August 2025.

Michael Baronti

Ombudsman