

## **The complaint**

Mr and Mrs B complained that Accredited Insurance (Europe) Ltd (“Accredited”) offered an unfair partial remedy to allow repairs to damaged external render, under their home buildings insurance policy.

I’ll refer to Mr B for ease in my decision.

## **What happened**

Mr B said he made a claim to Accredited in 2023 relating to subsidence. He said the claim was handled poorly. A complaint about this was referred to our service and compensation was agreed.

For clarity - I won’t be dealing with the issues raised in that complaint in my decision here.

Mr B contacted our service again to say that Accredited had ignored part of his claim. This was for repairs to cracked external render. He said after chasing the business he was offered a settlement. But this turned out to relate to internal works and had been offered in error. After further contact Mr B said a final offer for £2,934.95 was made. This was to patch repair the cracks in the render to the front elevation of his house.

Mr B raised concerns that a specialist render had been applied to three external walls. This had to be redone in full to ensure a uniform finish and maintain the protection the render provided. Mr B maintained that Accredited should pay for the render to be reapplied in full. As it didn’t agree, he complained.

In its final complaint response Accredited said there was no claim related damage to two of the walls. However, it offered to pay 50% of the cost of rendering the side elevation. In addition to its settlement offer to cover the cost of re-rendering the front wall. The business acknowledged a delay in providing its final settlement. It offered Mr B £200 compensation for the inconvenience this caused him.

Mr B didn’t think Accredited had treated him fairly and referred the matter to our service. He maintained that the business should pay for all the external walls to be re-rendered. Our investigator didn’t uphold his complaint. He noted that the contractor, who had originally applied the render, confirmed it was cracked when bay windows were replaced. Mr B confirmed the windows were replaced in 2018/2019. Our investigator also referred to Mr B’s structural engineer’s report. This said the damage was caused by the incorrect installation of the bay windows and was not due to subsidence.

Our investigator said the damage was indicated to be the result of poor workmanship. This is excluded under Mr B’s policy terms. He also said the policy doesn’t cover undamaged areas. In these circumstances he thought Accredited’s offer to pay the cost of re-rendering the front wall and a 50% contribution to the side wall, was fair. And its offer of £200 compensation was reasonable to acknowledge the delay in confirming this outcome.

Mr B didn’t accept our investigator’s findings. He said his claim had been accepted by

Accredited. He said our investigator should not include further consideration of the cause of the damage in his investigation. Our investigator didn't change his view. So, Mr B 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 B's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

Mr B's policy indemnifies him against insured losses. This means that where a valid claim is made Accredited must put him back in his pre-loss position. We expect that it pays for, or arranges effective and long lasting repairs. Mr B has said that Accredited hasn't met this requirement as it's refusing to pay for a full render replacement on the external walls of his house. I've focused on this here.

As mentioned the expectation is that Accredited should put Mr B back in his pre-loss position. But he's said a partial render replacement will result in a mis-match in colour. It will also mean the integrity of the render will be impacted. And that the guarantee, supplied by the contractor who applied the render, will be void.

I've read the report Mr B obtained from the contractor that applied the render. The contractor confirmed that it was the installation of a replacement bay window that caused the cracking. It said the render system isn't intended to withstand the effects of structural alterations such as a window replacement. It explained that due to the time elapsed since the render was applied, there will be a colour mismatch with any new render that is applied. In addition it explained that the guarantee for its work was already void due to the bay window replacement. The contractor said that "*to restore the systems integrity*" all three walls will need a new continuous application of render.

I can understand Mr B's concern that without re-rendering all external walls there will be a mismatch in colour. There is also some indication that the protection provided by the render will be impacted if a partial approach to the repair is adopted. On the face of it the implication from this is that the partial repair offer Accredited made won't restore Mr B to his pre-loss position.

However, in its submissions to our service Accredited explained that the cause of the damage wasn't subsidence. This was the initial diagnosis. But Mr B's structural engineer confirmed there was no subsidence damage and that the cracking and movement of the bay window was caused by, "*inadequate packing between the head of the replacement lower window and the upper masonry... this is a very common shortcoming in bay window replacement, and masonry can 'hang' unsupported for several years before finally dropping down onto the head of the lower window caused the sort of cracking you have...ask your insurers to confirm that they have not recorded this claim as subsidence.*"

Accredited confirmed to Mr B that it had removed subsidence as the cause of the damage. It had replaced this with an 'accidental damage' cause. This meant Mr B's policy excess payment was reduced. However, in its submissions to our service Accredited referred to a policy exclusion for poor workmanship under the general exclusions section of its policy terms. This says:

*“Loss or damage caused by poor workmanship, use of faulty materials (including latent defects) or poor design (a latent defect is a fault which exists but which only causes a problem at a later stage under certain conditions).”*

Both Mr B’s structural engineer and his render contractor confirm the cracking was caused when the bay window was replaced. This isn’t something Accredited was responsible for. And its policy terms specifically exclude damage caused in this way as a general exclusion applicable to all insured causes. Essentially this means that there was no cover under Mr B’s policy for the damage he initially claimed for in 2023.

I can see from Mr B’s previous complaint that our service identified poor service and recommended that Accredited pay him compensation. As discussed I’m not considering that again here. But I don’t agree with Mr B’s assertion that this means I cannot incorporate consideration of the true cause of the damage in my decision.

My role is to consider if Accredited treated Mr B fairly and reasonably having regard to all the evidence and circumstances of his complaint. Having done so, I’m satisfied that it has made a fair offer. From what I can see Mr B’s policy doesn’t cover him for any of the damage he claimed for. The damage to the render was caused by the contractor he arranged to replace the bay window in 2018/2019. So, by offering to pay the cost of re-rendering the front wall of his house, and contributing 50% of the cost of re-rendering the side wall, Accredited is going over and above that which it’s required to do under its policy terms.

I acknowledge Mr B’s view that Accredited accepted his claim, so it must replace the render in full. But I don’t agree this is a requirement based on his policy terms and when considering all of the circumstances.

There was a delay in Accredited communicating its final settlement offer. This understandably caused Mr B concern and some inconvenience. I think it’s fair that the business offered compensation. But I’m satisfied that £200 is fair.

So, having considered all of this I don’t think Accredited treated Mr B unfairly in how it offered to settle his claim. It could have confirmed its settlement more speedily, but it did enough, when offering compensation, to put this right. 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 Mr B and Mrs B to accept or reject my decision before 13 February 2026.

Mike Waldron  
**Ombudsman**