

The complaint

Mr F has complained about how Accredited Insurance (Europe) Limited ('Accredited') dealt with a claim under a home insurance policy.

Mr F has a representative but, for ease, I will only refer to Mr F.

What happened

Mr F contacted Accredited to make a claim when some of the stonework on the outer wall of his home collapsed. Accredited sent a surveyor to inspect the damage. Following this, Accredited declined the claim. It said there weren't storm conditions and the claim wasn't covered under accidental damage because an exclusion applied.

When Mr F complained, Accredited maintained its decision to decline the claim. However, it accepted that Mr F hadn't been given enough information about the reason for this when the claim was first declined. It offered £50 compensation.

Mr F complained to this service. Our investigator didn't uphold the complaint. He said there weren't storm conditions and it also wasn't accidental damage because the surveyor had found that the damage had happened gradually.

As Mr F didn't agree, the complaint was referred to me.

I issued my provisional decision on 10 August 2022. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

When we look at a storm claim complaint, there are three main issues we consider:

- 1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?*
- 2. is the damage claimed for consistent with damage a storm typically causes?*
- 3. were the storm conditions the main cause of the damage?*

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, I've looked at weather reports for the period before the damage happened. I didn't see windspeeds in the local area that would be considered storm conditions as defined by the policy, which gave a minimum windspeed of 54mph. Mr F also provided weather data from a wind station that appeared to be at a local visitor attraction. This showed windspeeds greater than 54mph. I asked Accredited to consider this weather data. Having done so, it said it didn't think this showed there were storm conditions. It had spoken to its weather data provider who had said its records were accurate to within one kilometre. The weather data Mr F had provided was from a website where the weather data was uploaded by weather stations operated as a hobby and the readings were uncalibrated and unregulated. So, thinking about this, I currently think it was reasonable for Accredited to decline the claim as storm damage, as I don't think there was evidence of storm conditions. As a result, I don't need to consider the other questions.

So, I've thought about whether the claim should be covered as accidental damage. When Accredited's surveyor viewed the damage, he said:

"The roof detail forms a central valley which runs into a hopper. The hopper is central to the area of collapsed wall. When this area of the building is viewed internally within the front and rear left hand bedrooms there is evidence of historic damp patches in the vicinity of the roof hop[p]er/valley detail. This suggests that a leak has been occurring in the area for many years.

We consider that over many years the infill material between the two masonry skins has settled downwards causing the wall to bulge. It is most probable, given the evidence of a leaking hopper/valley in the vicinity of the damage that water has been seeping into the cavity causing the additional settlement of the loose infill material as well as adding additional weight. This increase in pressure has caused the external skin to bulge sufficient for it to collapse. The mechanism of this is gradual over many years."

I asked Accredited a number of questions, as I wasn't persuaded the surveyor's findings were clearly supported by the evidence. I thought it was unclear what the evidence was that the damp patch was historic and whether there was any evidence other than the damp patch that the hopper was damaged. Although I understood the process described with the infill material, I also thought it wasn't clear this was what had actually happened at Mr F's property, even if it was common in properties of the type and age of Mr F's. Accredited provided a range of responses. However, these haven't persuaded me that there was clear evidence to support the surveyor's findings that the damage at Mr F's property had happened gradually.

As well as responding to my questions, Accredited said it would be willing to arrange for another survey to be carried out to show the cause of the damage. It named a particular company and said it carried out laser surveys. This service put this offer to Mr F. He declined it because he said the surveyor wasn't independent, he was concerned he wouldn't have access to the findings and he didn't think a laser survey was an appropriate type of survey to carry out.

Given I'm not persuaded by the surveyor's findings, I think Accredited's offer of another survey was reasonable, although I have no view on whether a laser survey was the appropriate type of survey. I'm also mindful of Mr F's reasons for declining Accredited's offer.

I think a further survey being carried out is the most appropriate way to identify whether the damage was the result of an insured risk. So, I currently intend to require Accredited to provide Mr F with the details of three independent surveyors so that Mr F can choose one of them. Accredited will then be required to pay for the surveyor, but they will be jointly appointed. Both parties should provide evidence to the surveyor for consideration. The surveyor can then inspect the damage and assess its cause and whether it was the result of an insured risk. Both parties will be bound by the independent surveyor's findings.

I've also thought about compensation. Accredited offered £50 compensation because it said it hadn't properly explained the reasons why the claim had been declined. It also provided further details of the survey findings. I was pleased to see Accredited acknowledged it hadn't provided Mr F with enough information. But as I think the survey findings weren't sufficient to show it was reasonable to decline the claim, I don't think what Accredited offer was enough to reflect the impact on Mr F. As a result, I currently intend to say Accredited should pay a total of £200 compensation, which includes the £50 Accredited previously offered.

I asked both parties to send me any more information or evidence they wanted me to look at by 7 September 2022.

Accredited didn't reply to my provisional decision.

Mr F's representative sent comments, which I have summarised:

- Mr F accepted my provisional decision "*under duress*", as it appeared to be the only reasonable solution, but said this would only be fair if the full extent of accidental/ storm damage is considered. Ideally, they wanted the surveyor to consider the possibility that the damage had been ongoing for a long period, as this was the only reason for not accepting the claim as Accidental Damage.
- It was false for Accredited to say the weather data was from an uncalibrated weather station and it wasn't acceptable for it to say that the provider had no accreditation.
- Mr F had previously submitted a GDPR request to Accredited, which hadn't received a response. He would therefore submit a new request, but initial indications were that Accredited hadn't completed any weather searches.
- My provisional decision explained about the questions I had put to Accredited about the evidence to support its decision. The representative said Accredited hadn't provided evidence to suggest the damage had occurred over a period of time. In fact, the evidence suggested it was sudden and unforeseeable.
- The representative's understanding was that there was policy coverage for storm damage and accidental damage. He had also provided evidence of storms, but if Accredited didn't want to cover the claim under that peril, it should have been covered as Accidental Damage. He questioned why Mr F had to fight the case when it was up to the insurance company to prove that a claim wasn't covered if he could demonstrate damage and evidence of one or two perils being in operation.
- He provided an email from an independent firm of surveyors detailing their thoughts on the proximate cause.
- The surveyor was pleased that my provisional decision said Accredited must justify its position.
- He asked me to reaffirm his previous position. He had asked Accredited to adhere to a GDPR request. The information submitted was poor and not detailed enough. He would now submit a further GDPR request to Accredited and expected all the weather reports and discussions with the weather data company to be provided. He asked me to advise Accredited that it must adhere to the GDPR request in full.

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've decided to uphold this complaint and for the reasons given in my provisional decision. As part of that, I've carefully considered all the points raised by Mr F's representative, even if I don't comment on them here.

To be clear, my decision requires the surveyor to inspect the damage and assess its cause and whether it was the result of an insured risk. That includes any peril listed in the policy, including storm and accidental damage. Both parties can provide evidence. So, Mr F might wish to consider whether to provide the surveyor's email to the jointly appointed surveyor.

I am aware that Mr F's representative has contacted Accredited with a new GDPR request. I am unable to tell Accredited how it should handle that request. If Mr F or his representative

are unhappy about how it is dealt with, they would need to raise it with Accredited in the first instance.

I remain of the view that £200, including the £50 already offered by Accredited, is appropriate in the circumstances because of the impact on Mr F due to the unclear and incomplete information provided to him on why the claim was declined.

Putting things right

Accredited should provide Mr F with the details of three independent surveyors for Mr F to choose from. The surveyor should inspect the damage and assess its cause and whether it was the result of an insured risk. Both parties should submit evidence to the surveyor they want to be considered. The surveyor will be jointly appointed and Accredited should pay the cost of the surveyor. Accredited should also pay a total of £200 compensation, which includes the £50 it previously offered.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Accredited Insurance (Europe) Limited to:

- Provide Mr F with the details of three independent surveyors, so he can choose one and a full assessment of the damage can be carried out. The surveyor will be jointly appointed and both parties will be bound by the surveyor's findings.
- Pay the costs of the surveyor.
- Pay Mr F £200 compensation, which includes the £50 already offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 10 October 2022.

Louise O'Sullivan
Ombudsman