

The complaint

Mr H has complained that Accredited Insurance (Europe) Ltd (“Accredited”) unfairly declined a claim for storm damage under his home insurance policy.

What happened

Mr H contacted Accredited to make a claim when he found his roof was leaking. He thought the damage was likely to have been from a storm several months earlier, but that he had been unaware of it because of the solar panels on his roof. Accredited declined the claim because it said there wasn’t evidence of a storm around the time the damage was found, so there was no insured peril.

Mr H complained to Accredited. Accredited reviewed the claim and confirmed its decision to decline it. It said there was no sign of storm damage to any of the roof and no evidence of an insured peril.

When Mr H complained to this service, our investigator upheld it. She said Accredited had used the wrong time period to check for storm conditions, which Mr H had said was much earlier in the year. When Mr H later found the damage, he’d then had the solar panels removed and the company that had removed them had found storm damage. Our investigator said she was more persuaded by Mr H’s expert than Accredited’s assessment of the claim. She said Accredited should settle the claim and pay interest on the settlement amount.

As Accredited didn’t agree, the complaint was referred to me.

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 uphold this complaint. I will explain why.

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.

I’ve considered the first question. When Accredited looked at the claim, it said there weren’t storm conditions around the time the damage was found. Having checked the weather conditions, I agree with that. However, Mr H thought the damage had happened many months earlier during a named storm. He said his roof was damaged at that time and a roofer who was doing some work for his neighbour carried out some repairs to his roof at

that time. So, I've looked at the weather conditions for that earlier time period. This showed wind speeds of up to 83mph in the local area. These are normally hurricane strength winds, which can cause devastation.

I'm aware Accredited has said it thinks if the damage happened around this time the water ingress would have happened sooner. Mr H's solar panel company said the solar panels will have provided some protection to the roof itself, which would have prevented water from immediately entering Mr H's home. I think Mr H's explanation of when he thought the damage happened was credible, so I think the answer to the first question is yes.

For the second question, I think a storm could cause damage to a roof, including where solar panels have been fitted. So, I think the answer to this question is also yes.

So, I've thought about whether the storm was the main cause of the damage. When Accredited's surveyor visited, there wasn't any damage visible because the solar panels were in place. Mr H explained to the surveyor that the panels should have been removed before the visit, but this hadn't been possible due to bad weather. When the solar panel company removed the solar panels, it said all the damaged and missing tiles were the result of a storm. It said the roof mounts and the wind would have made the solar panel frame move up and down on top of the tiles. Accredited said the damage wasn't a direct result of the storm but was more of an impact from the brackets being moved by the storm. I'm aware Accredited also later said that it didn't think there was any storm damage and it thought tiles had just slipped.

Based on what I've seen, I find Mr H's expert more persuasive than Accredited's assessment. It physically inspected the roof and assessed how the solar panels were attached and how this aligned with the damage to the roof. So, based on what I've seen, I think it's more likely than not that the storm was the main cause of the damage to the roof.

I'm also aware there was internal damage. This seemed to happen much later. I've already said I didn't think there were storm conditions around the time this damage was found. So, it can't be covered under the storm part of the policy, as there wasn't a storm that caused it. The only other part of the policy it could have been covered by was accidental damage. However, Mr H didn't have that cover. So, I think it was fair for Accredited to decline that part of the claim.

So, thinking about all of the above, I uphold this complaint and require Accredited to settle the claim for the storm damage. Mr H has already had the damage repaired, so Accredited should reimburse the cost of the repairs. It should also pay interest on that amount because Mr H lost use of the money.

Putting things right

Accredited should reimburse Mr H the cost of repairing the storm damage to his roof and pay interest on that amount.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Accredited Insurance (Europe) Ltd to:

- Reimburse Mr H the cost of repairing the storm damage to his roof.
- Pay 8% simple interest on that amount from the date on which Mr H paid the invoice to the date on which it pays the settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 2 March 2023.

Louise O'Sullivan
Ombudsman