

## **The complaint**

Mr and Mrs B have complained about Accredited Insurance (Europe) Ltd (AIE)'s decision to reject a claim they made for storm damage under their home and buildings insurance policy.

Mr and Mrs B are being represented in their complaint. For ease, I'll refer to Mr and Mrs B in my decision.

## **What happened**

In February 2022 Mr and Mrs B reported damage to an outbuilding roof and velux windows to their home during storm Eunice.

After two assessors appointed by AIE visited Mr and Mrs B's home, AIE declined the claim. It said the damage to the velux windows in the main home wasn't storm related. It said the storm had highlighted the existing condition of the outbuilding roof which had deteriorated over time due to wear and tear. As the policy excluded cover for damage caused by wear and tear, AIE said it had reasonably declined the claim.

Our Investigator thought AIE had properly considered the claim and reached its decision in a fair way and in line with the policy.

Mr and Mrs B disagreed. When they didn't accept the first assessor's outcome, a second assessor attended. They say the second assessor said their claim for the outbuilding roof was valid. They say they were told by the second assessor that he is surprised at the decision AIE made and what he told them is different to the information provided by AIE.

Mr and Mrs B have provided a report from a roofing contractor who carried out temporary repairs to the outbuilding roof. He says the damage was caused by storm. The contractor says the roof was in good condition and the structure would have lasted for many more years if the storm hadn't damaged it.

Mr and Mrs B wanted an ombudsman to decide.

I issued a provisional decision on 10 June 2023 intending to uphold the complaint. I gave more weight to the opinion of the roofing contractor who inspected the roof just after the storm - as AIE's appointed assessor visited two months later and inspected the debris in the garden as by then the roof had a temporary cover over it. So I thought AIE should meet the claim for damage to the outbuilding roof.

AIE didn't agree. In summary it said a photo provided by a Loss Assessor appointed by Mr and Mrs B to manage the claim on their behalf showed the roof in better condition than the photos provided by Mr and Mrs B when they submitted their claim. AIE provided opinion from its appointed Loss Adjuster (LA) to reiterate that in their view the storm had made worse the condition of the roof which was already poor. So it said its decision to decline the claim for wear and tear was correct. It didn't think the roofing contractor's opinion was impartial as they had carried out works before for Mr and Mrs B.

Mr and Mrs B reiterated that the second assessor on behalf of AIE validated their claim for the outbuilding roof when he visited and told them he had confirmed this via AIE's LA's

online portal. Mr and Mrs B said they were advised the second assessor submitted a scope of works for the outbuilding roof repairs to AIE.

I asked AIE to provide further information to support its view, which it has done.

So the case has been passed back 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.

Insurers provide indemnity for specific perils such as storm, fire or flood. AIE defines the term 'storm' as:

*“rainstorm, windstorm, hurricane, tornado, tempest, cyclone and typhoon including ensuing damage caused by water that backs up from a sewer or drain as a direct result thereof, but excluding flood and earthquake.”*

We ask three questions when we look at storm damage claim complaints to help decide whether an insurer has acted reasonably - and in line with the policy. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- If so, is the damage being claimed for consistent with damage that a storm typically causes? and;
- Were storm conditions the main cause of the damage?

If the answer to all these questions is 'yes' then we think the claim is likely to succeed. But, if the answer to any of the above questions is 'no' - the claim for storm damage is unlikely to be covered.

All parties accept that storm conditions occurred, so the answer to the first question is 'yes'.

The damage caused to the outbuilding roof is consistent with damage a storm typically causes. And so the answer to the second question is 'yes'.

It is also accepted by both parties that the damage to the velux windows wasn't caused by storm - and so I don't have any comment to make about this.

The remaining question is whether storm conditions were the main cause of damage to the outbuilding roof. I've looked at the information provided by AIE and Mr and Mrs B.

From AIE's notes, key comments provided by the assessor who visited on 19 April 2022 - two months after the incident occurred on 18 February 2022 - read as follows:

*“I visited the property and declined the damage sustained to the shed as maintenance because the felt was past the end of its useful life. The state of the felt had contributed to the damage to the decking it was laid on, this was found to be rotted and falling apart.”*

Notes show that a second assessor was to attend to consider whether the velux windows damage was caused by a storm.

In June 2022 a second assessor attended. Mr and Mrs B's representative says the second assessor told them that the claim for the roof damage was valid as being caused by a storm.

In my provisional decision I explained that from the information I'd seen, AIE didn't receive this confirmation from the second assessor. AIE had provided a screenshot of the internal

messaging service the second assessor used to record their notes. On 13 June 2022 the notes from the second assessor read:

*"The shed is an actual office with a timber pitched roof. The ph (policyholder) has advised this was covered, that's the reason I put in a scope for that."*

I asked AIE to provide a copy of the instruction to the second assessor. This shows he was instructed to advise on the damage to the velux windows. So the second assessor was not within his instruction to make a finding on the damage to the outbuilding roof - as this had already been assessed in April 2022.

I appreciate that Mr and Mrs B and their LA are clear about what they say was discussed when the second assessor visited. But I have to rely on the remaining information available to me. And that doesn't support their view that the second assessor was instructed to make a finding on the damage to the outbuilding - or that he confirmed this part of the claim was valid.

AIE told us that the scope is no longer available. But I don't think it is in dispute that the second assessor included works to the outbuilding roof as part of the scopes he submitted, given his comments above. However, I don't think this changes the outcome here. Ultimately this wasn't part of the instruction. And on 27 June 2022 AIE reviewed its decision and on looking at the photos provided by the first assessor in April 2022, made the following comments:

*(the photos) "show black markings and large holes around what would have been nails holding the board to the walls of the shed. It is probable that the roofing felt had deteriorated in places, allowing an ingress of water to these points. Had the felt been in good condition prior to the storm, would have expected the nails to have held."*

Mr and Mrs B provided us with a letter from the roofing contractor who carried out temporary repairs to the roof immediately after the storm. This has been shared with AIE.

*"The majority of the roof was strewn all over the garden, the damage was clearly caused by the storm level winds at the time. We removed any remaining roof material and the debris from the garden, then added a temporary roof cover to stop any further damage."*

*At the time of conducting the above, it was clear that the roof had only been damaged because of the storm. There were no signs of any significant wear and tear to the roof. The felt was in good condition, as was the timber below. Any nails and joining material also showed no signs of wear and were in solid condition, bearing no effect on the solidity of the roof structure."*

The contractor concluded that the structure of the outbuilding was sound and the roof would have lasted many more years, but for the storm which caused the damage.

So the roofing contractor who attended the outbuilding immediately after the incident says he found no evidence of damage to the timber below - and he reported that the felt was in good condition.

I've considered the additional comments AIE has provided by their assessors which largely reiterates their original stance - along with their comments on the photos submitted. But having done so I don't think it is right to give more weight to opinion based on the photos taken from a distance by Mr and Mrs B over the opinion of the roofing contractor who inspected the roof and the materials immediately after the event. As I said in my provisional decision, when the first assessor inspected the materials in April 2022, they had by then been discarded for two months. So I don't think the findings of the materials by the first assessor is as reliable as the findings of the roofing contractor.

I don't think it's fair to rely on photos of materials taken two months after the damage was reported as evidence to support declining the claim. I think it's likely the materials will have

deteriorated further in this time, having been discarded and left exposed to the elements, and so I don't think it is strong evidence of the condition of the roof and felt immediately before the damage occurred.

This means I don't think AIE has shown that the condition of the roof was such that it fairly applied its exclusion for wear and tear. So I think it should meet Mr and Mrs B's claim for storm damage repairs to the outbuilding under the remaining terms and conditions of the policy. I think the answer to the remaining question is 'yes' that the dominant cause of damage was a storm.

So in line with my provisional decision, I'm upholding this complaint.

I think AIE's decision to reject the claim has understandably caused Mr and Mrs B some distress and inconvenience - being left with the decision to either live with the condition of the outbuilding during this time or pay for the repairs to the roof, which based on the estimates provided range between £4,000 and £6,000.

I think AIE should pay Mr and Mrs B £250 compensation for the distress and inconvenience caused.

### **My final decision**

My final decision is that I uphold this complaint. I require Accredited Insurance (Europe) Ltd to do the following:

- meet Mr and Mrs B's claim for storm damage to the outbuilding roof under the remaining terms and conditions of the policy.
- pay Mr and Mrs B £250 compensation for the distress and inconvenience caused.

Accredited Insurance (Europe) Ltd must pay the compensation within 28 days of the date on which we tell it Mr and Mrs B accept my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 7 September 2023.

Geraldine Newbold  
**Ombudsman**