

## **The complaint**

Mrs G and Mr S complain about Accredited Insurance (Europe) Ltd (Accredited) declining a claim under their home insurance policy for damage to their property.

References to Accredited include their agents who administer the policy and assess claims.

## **What happened**

In September 2023 Mrs G and Mr S contacted Accredited to tell them their property had suffered damage during bad weather in July 2023. They said rainwater got into the property through damage to the roof and they approached their home emergency cover provider, who advised them to fix the leak. They'd engaged a roofer to fix the leak, which seemed to ease the problem but not fully resolve it, before they went on holiday.

Accredited initially declined the claim when it was lodged because they didn't think there were storm conditions in the area of Mrs G and Mr S's property around the date they said the damage occurred. Accredited also appointed a surveyor to visit the property to assess the damage and validate the claim. It took some time for a visit to be arranged and the surveyor visited in December 2023. In their report he said Mrs G and Mr S told him rainwater entered a bedroom at the front of the property from the roof valley above, affecting a second bedroom, bathroom and ground floor dining room beneath the bathroom.

However, the surveyor concluded the roof valley had suffered from wear and tear, which under the policy would be an exclusion as a gradually operating cause. The surveyor also thought there were no reports of high winds or heavy rainfall, meeting the policy definition of a storm, around the time Mrs G and Mr S said the damage occurred. Nor did the surveyor believe there was any other one-off event covered under the accidental damage section of the policy. The surveyor said he'd spoken to the roofer who worked on the roof, who said he'd attended on several occasions and the roof valley had numerous wear issues, and the leak could have come from a number of areas. He'd patched the valley, but the only way to fully prevent water entry would be to renew the whole valley. The roofer mentioned wear and maintenance issues.

Based on this, the surveyor also concluded the internal damage wasn't the result of a single event, nor that the work to the roof would be covered under the policy. But Mrs G and Mr S maintained that something must have fallen onto the roof valley to cause the damage. The surveyor concluded the claim should be declined in full.

Mrs G and Mr S disagreed with Accredited's initial decline of the claim, raising a complaint. They also subsequently disagreed with the surveyor's conclusions. They were also unhappy at the delay in the surveyor visiting the property. Accredited's in-house surveying team reviewed the surveyor's report and associated photographs of the damage. They agreed the damage was caused by maintenance and wear and tear issue with the roof tiles and the roof valley. Nor did Accredited accept the damage to the roof was caused by a falling object.

Accredited considered Mrs G and Mr S's complaint but weren't able to issue a final response within the eight week period businesses have to respond to complaints, so they informed Mrs G and Mr S of their right to refer their claim to this Service.

Mrs G and Mr S complained to this Service. They disagreed with Accredited about the decline of the claim on the grounds of wear and tear, saying the damage had been caused either by bad weather or an object hitting the roof. They wanted Accredited to accept their claim and pay for the roof to be repaired.

Accredited then issued their final response, which didn't uphold the complaint. Accredited said they'd initially considered the claim under the storm section of the policy. They referred to the definition of storm under the policy but said the weather conditions around the date of the reported incident in July 2023 didn't indicate conditions that met the definition (the highest wind speed was 28 mph, whereas the policy definition had a threshold of 55 mph).

Accredited also said they'd considered the cause of the damage, referring to the surveyor's report and conclusions about the damage being due to wear and tear. Accredited referred to the policy terms and conditions, including an exclusion for damage caused by wear and tear and gradual deterioration and the wording of the storm section that excluded damage from anything that happened gradually. The response also said they'd considered the damage under the accidental damage section of the policy, but the evidence indicated the damage wasn't the result of a one-off incident. They also didn't believe there was any evidence to support Mrs G and Mr S's contention the damage was caused by a falling object.

On delays in the surveyor attending the property, Accredited said it took time for the surveyor to get hold of Mrs G and Mr S and to arrange an appointment as Mrs G and Mr S were only available in the evening and at weekends. So, they hadn't caused any delays.

Our investigator then considered the complaint, didn't uphold it. Looking at weather reports around the date of the reported damage, they didn't indicate conditions meeting the policy definition of a storm. So, it wasn't unfair for Accredited to decline to cover the damage under the storm section of the policy. On whether the damage would be covered under the accidental damage section of the policy, it was Mrs G and Mr S's responsibility to show the damage was caused by a one-off event. But they hadn't provided any information or evidence to support that being the case. The investigator also noted what the surveyor said he'd been told by Mrs G and Mr S's roofer.

Mrs G and Mr S disagreed with the investigator's conclusions and asked an ombudsman review the complaint. They said pictures of the hole in the roof didn't indicate it was due to wear and tear. And if there were any wear and tear issues with the roof, they would have been reported to him by the roofer. He'd had the roof tiles cleaned very other year and had the cement between tiles refilled and hadn't been advised to have the roof valley renewed. They also thought the internal damage should be covered.

### **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 role here is to decide whether Accredited have acted fairly towards Mrs G and Mr S. The main element of Mrs G and Mr S's complaint is that Accredited unfairly declined their claim, on the grounds that there weren't storm conditions at the time of the reported damage and neither had Mrs G and Mr S shown the damage was caused by a one-off event (accidental damage). And the damage to the roof was due to wear and tear (gradually operating cause). Mrs G and Mr S contend the nature of the damage to the roof means it

couldn't have been due to wear and tear and that it must have been a one-off event (including being hit by an object).

As Accredited first considered the damage under the storm section of the policy, I've looked at this aspect first. In considering this issue, whether the damage resulted from a storm, there are three key issues we consider:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage that a storm typically causes?
- Were the storm conditions the main (or dominant) cause of the damage?

On the first question, Accredited refer in their final response to weather conditions at the time of the reported damage not meeting the policy definition of a storm. The definition they cite is as follows:

*"Storm*

*A period of violent weather defined as:*

- a. A gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55 mph; or*
- b. Torrential rain that falls at a rate of at least 25mm per hour; or*
- c. Snow that falls to a depth of at least 30cm in 24 hours; or*
- d. Hail so severe that it causes damage to hard surfaces or breaks glass."*

Accredited's final response refers to a highest wind speed on the date of the incident of 28mph. I've also looked at the weather data from the weather source we use as a Service. Data from the nearest weather station to Mrs G and Mr S's property indicates a maximum gust of 40 mph on the day after the incident, with rainfall on the same date being below the hourly rainfall figure in the policy definition. and the conditions as a 'dry storm'. So, I've concluded there weren't storm conditions on or around the date of the incident.

Although I've reached this conclusion, I have considered the second and third questions. While the damage might be consistent with damage in a storm, I've considered the most likely cause based on the evidence and information provided by Mrs G and Mr S and by Accredited. Looking at the surveyor's report, the key findings and conclusions relevant to these questions are as follows:

*"From our inspection in the loft area we could see water marks to timbers under the valley and also deteriorated roof felt. The tiles in our opinion may also becoming porous which was confirmed by the policyholder's roofer...He advised of visiting on numerous occasions to assist the policyholder. He stated the roof valley had numerous wear issues and that in terms of the leak it could have been from a number of areas. He had undertaken patch repairs previously but the only way to guarantee no water entry was to renew the whole valley. He specifically stated wear and maintenance issues without any prompting and also advised that he had mentioned this to the owner..."*

*Based on the evidence available we fail to see how the internal damage is just from one event."*

I've also looked at the photographs available, and they are consistent with the findings and conclusions of the surveyor.

In their final response, Accredited refer to policy exclusions, in the *General Exclusions* section of the policy, where there are the following exclusions:

***“12 Any gradual or maintenance-related loss or damage***

*Loss or damage as a result of gradual causes including:*

- wear and tear...*
- gradual deterioration(whether you were aware of it or not)...*
- costs that arise from using or maintaining your buildings and contents normally.”*

A similar exclusion for ‘anything that happens gradually’ is contained in the Storm section.

Given the surveyor’s conclusions, including what they say about their discussion with the roofer, I’ve concluded the damage to the roof and the consequent ingress of water, were most likely the result of wear and tear and maintenance issues, not storm damage, which the exclusions set out above mean aren’t covered under the policy.

I’ve also considered the general principle, where a policyholder makes a claim for damage or loss under a policy, the onus is on them to show there was an insured event that caused the damage or loss. In this case, given my conclusions there weren’t storm conditions at the time of the incident, and the damage is more likely to have been the result of wear and tear, I think it’s reasonable to conclude there wasn’t an insured event (storm) that caused damage.

Where an insurer relies on an exclusion in the policy to decline a claim (as Accredited have done) then the onus is on them to show the exclusion applies. Looking at the available information and evidence, I think Accredited have done so in the circumstances of this case.

I’ve then considered whether the damage would fall under the accidental damage section of the policy.

However, looking at the policy definition of accidental damage, I don’t think the damage would fall under this heading. The policy defines accidental damage as:

*“Sudden, unexpected and physical damage which:*

- i) happens at a specific time; and*
- ii) was not deliberate; and*
- iii) was caused by something external and identifiable.”*

Given the circumstances of the damage, I don’t think it’s consistent with accidental damage. The surveyor’s report concluded the damage was due to wear and tear, occurred gradually and not consistent with a one-off event. Mrs G and Mr S say an object hit the roof valley – but they’ve provided no evidence to support this, nor (bearing in mind the third point in the definition) have they identified what it may have been.

And applying the same general principles set out above about the onus being on a policyholder to show damage was caused by an insured peril, then I’ve concluded Mrs G and Mr S haven’t done so in this case.

Taking all these conclusions into account, I’ve concluded Accredited acted fairly and reasonably in declining Mrs G and Mr S’s claim.

I’ve then considered the point about the length of time taken for Accredited’s surveyor to visit the property and inspect the damage. Looking at the contact notes provided by Accredited, I can see it took time to schedule a visit, as Mrs G and Mr S wanted a visit in the evening or

the weekend. An email from Mrs G and Mr S indicates the surveyor visited on 20 November 2023, some two months after the incident was first notified to Mrs G and Mr S. However, given the points and conclusions above about the decline of the claim, I don't think an earlier visit would have changed the outcome of the claim, as the damage wasn't due to an insured peril under the policy and most likely due to wear and tear, an exclusion under the policy.

Taking all these points into account, I've concluded Accredited acted fairly and reasonably towards Mrs G and Mr S.

### **My final decision**

For the reasons set out above, it's my final decision not to uphold Mrs G and Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X and Mr S to accept or reject my decision before 24 May 2024.

Paul King  
**Ombudsman**