

The complaint

Mr R is unhappy with Accredited Insurance (Europe) Ltd's (Accredited) handling of a claim for storm damage under his home insurance policy.

Any references to Accredited include its agents.

What happened

In October 2023, Mr R made a claim for storm damage. He said both the roof of his house and conservatory had been damaged. Having logged the claim Mr R says he was told a surveyor would visit his home within seven working days. But he had to wait another month for the inspection to take place.

When the surveyor visited the property, Mr R says no inspection was carried out to the damaged areas. The claim was then partially declined on the basis Accredited said some of the external damage had occurred gradually and wasn't due to storm conditions. But some of the internal damage was covered under the accidental damage section of the policy.

Mr R was unhappy with this and believed his claim should be covered in its entirety and had been poorly handled. In particular Mr R was concerned about the inspection and complained to Accredited. In December 2023, they responded saying the reason part of the claim had been declined was because they did not believe storm conditions had occurred. They reiterated their position with both the external and internal damage and said they didn't share Mr R's concerns about the surveyor's inspection.

Unhappy with this, Mr R referred his complaint to our service. It was considered by one of our investigators who agreed there were storm conditions when the damage was identified, but overall thought Accredited had acted fairly in reaching the outcome of Mr R's claim. However, she recognised there had been a delay in sending the surveyor out and said Accredited should pay Mr R £50 in recognition of this.

Accredited accepted the investigators opinion but Mr R didn't so the case 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.

As the claim for the internal damage has been accepted, my decision here focuses on Accredited's claim decision on the external damage and handling of the claim.

Accredited declined Mr R's claim on the basis the mortar on the ridge tiles and flashing on the conservatory had deteriorated over time. In the final response letter, they also said they didn't consider the wind speeds reported constituted storm conditions.

When declining the claim, Accredited relied on the below exclusion:

“The following exclusions apply to all sections of this policy...

12. Any gradual or maintenance-related loss of damage

Loss or damage as a result of gradual causes including:

- *Wear and tear;...*
- *Gradual deterioration (whether **you** were aware of it or not);...*”

In order for me to uphold a complaint about an insurers approach to a storm claim, I'd need to be persuaded that I could answer yes to the following questions:

- Were there storm conditions?
- Is the damage claimed for consistent with storm damage?
- Were the storm conditions the main cause of damage?

In the final response letter, Accredited said the claim was declined because there weren't storm conditions that complied with the definition of a storm set out in the policy terms. As our investigator said, Accredited didn't provide a copy of the weather records they relied on, so we've reviewed our own records. These show peak gusts at 59 mph on the day Mr R says the damage occurred, and we'd generally consider windspeeds at this level to be storm conditions. And the damage to the roof is consistent with the kind of damage we'd usually see in storm claims. I'm satisfied the answers to the first two questions are both yes.

So, whether Accredited acted fairly in declining the claim relies on the last question about whether the storm conditions were the main cause of the damage. The surveyor's inspection report and photographs said the mortar for the ridge tiles deteriorated over a period of time and also the conservatory flashing failed at the seals, again over time. I appreciate Mr R had his own roofer attend the property, and their view was the storm caused the damage.

In the face of conflicting evidence, I need to decide which version of events I find more persuasive. I find the report and photographs from Accredited's surveyor most persuasive. The report is comprehensive in summarising the damage, which persuades me the inspection was carried out properly and fully inspected the damage, and the photographs correspond with the surveyor's report. So, whilst the storm conditions may have highlighted damage to the roof of the property and conservatory, I'm not persuaded the storm conditions were the main cause of the damage. I'm satisfied Accredited has evidenced the damage occurred gradually. It follows I don't agree Accredited acted unfairly in declining Mr R's claim for the external damage to his property and I won't be requiring Accredited to cover the damage to the roof or conservatory.

I'll turn now to the delay Mr R complained about in sending the surveyor out. It doesn't seem to be disputed Accredited usually aims to send someone out within seven working days and Mr R had to wait much longer than this for the inspection to take place. I can understand this was frustrating for Mr R, given he was concerned about the damage he'd noticed in his property.

However, whilst the delay was unfortunate, I consider Accredited's explanation for the delay is reasonable. I can't see the delay detrimentally impacted how the claim was assessed. Accredited should pay Mr R £50 for the inconvenience experienced as a result of the delay.

My final decision

I uphold this complaint and require Accredited Insurance (Europe) Ltd to pay Mr R £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 July 2024.

Emma Hawkins

Ombudsman