

The complaint

Mr P has complained that Accredited Insurance (Europe) Ltd ('Accredited') declined his claim for storm damage under his home insurance policy. For the avoidance of doubt, the term 'Accredited' includes reference to Accredited's agents and surveyors.

What happened

Mr P contacted Accredited in early December 2023 to make an insurance claim for storm damage. The roof on his home's utility room was leaking following a storm and rainwater was making the floor wet and causing damage to the interior. Mr P thought that the storm had lifted the felt on the flat roof and that this had caused the leak. Mr P explained that he's disabled and lives alone.

A new flat roof had been fitted at Mr P's home in 2018 which solved a previous problem. Accredited declined Mr P's claim on the basis that it considered that the damage was possibly due to a breakdown in materials or poor workmanship in 2018. Accredited's surveyor inspected the damage and agreed that there had been high winds at the relevant time, but said the damage wasn't consistent with storm damage. The surveyor did however outline a scope of works for the interior damage, and this was covered under the accidental damage part of the policy.

Mr P complained to Accredited about its decision to decline his claim for damage to the roof, and also about the inspection carried out by the surveyor, as he hadn't gone up on the roof or lifted a temporary cover from the damaged area during his visit. Mr P also felt an agent from Accredited had agreed to send another surveyor. Accredited maintained its position and felt it had acted in a fair and reasonable manner. It arranged a cash settlement with Mr P for the internal damage to his home and also agreed that its agents could have provided a better service. It apologised for the distress and inconvenience this caused.

Mr P remained unhappy with the outcome of his complaint and referred it to this service. The relevant investigator partly upheld the complaint. Her view was that Accredited should now arrange for a surveyor to re-inspect the damage to Mr P's roof and pay him £200 compensation for the distress and inconvenience caused.

Accredited didn't agree with the investigator's view. In the circumstances, the matter was referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine is whether Accredited applied the terms and conditions of the policy, and generally treated Mr P in a fair and reasonable manner, when it declined a part of Mr P's claim. I don't consider that it acted fairly and reasonably in all respects and uphold Mr P's complaint, and I'll explain how I've reached this conclusion,

I've considered the submissions of the parties as summarised below. Turning firstly to what Mr P has said, he explained that he'd obtained a receipt and 15-year guarantee in relation to work carried out to his flat roof in 2018, however, the roofer had passed away. Mr P's son put a temporary cover on the roof, but this hadn't stopped water seeping into his home.

Mr P was adamant that the damage in question had been caused by a storm which led to several leaks in the property. His home hadn't leaked until the specific date in December 2023. He said that on the night before his report of the leak, *'it bounced down with rain and wind was 55 mph'*. He said that the roof faced the prevailing weather and was exposed to high winds. He thought that the wind had lifted the joining felt between the two roofs, which he felt his photographs illustrated.

At Mr P's request, the surveyor reluctantly went upstairs and looked out of a window at the roof. Mr P said he agreed that it looked brand new and was in perfect condition. He went on to say that if Mr P got someone; *'to sweep the stones off and take pictures of the join underneath then he would reconsider his decision.'* Mr P's son then swept the stones off and took pictures which he said clearly showed a lifting of the felt. The surveyor hadn't got onto the roof to inspect it but used a camera on a pole. He'd told Mr P that if he provided proof of felt lifting then he would change his decision and Mr P felt that he'd done that. He said that the assessor had no evidence at all to make any decision, or to say that there had been normal wear and tear or breakdown of materials over the years. He felt he was promised a different assessor from a different company and that the promise had been broken.

Mr P had obtained a verbal quote for a rubber covering to the roof at £3,500 and he'd had several roofers round, but no-one would supply a report. Mr P had then obtained a repair quote for just under £2,600. This consisted of providing over-boards to the existing roof covering, upvc around the perimeter, and trim *'to aid rain-flow into gutter'*, as well as a wall plate to receive membrane.

Mr P said that it was very upsetting to see the deterioration of the ceiling in his home, and he felt unable to do anything about it although it looked ready to cave in. He slept in the room next to the affected area and had to use the area at least three times a night, and he said that it was dangerous and, *'slippy with water splashing down'*. Mr P said that his walking stick kept slipping on the laminate floor which was wet if the buckets used to catch water were full. He also said that he'd suffered acute anxiety due to personal circumstances and that this issue had caused mental anguish and stress. He added, *'I took out insurance to be insured and not to be in this dire situation'*.

Finally, Mr P felt that he'd been treated very unfairly by Accredited's staff and that they'd spoken to him with; *'hostility and disrespect during my calls'*.

I now turn to Accredited's submissions regarding this matter. In summary, it had concluded that this was a maintenance issue and not caused by storm damage. It advised Mr P to have the roof made watertight, *'to assist and to prevent further internal deterioration'*. It also made it clear that Mr P was entitled to get a separate expert report from an alternative source. Accredited said that; *'Ordinarily in order to evidence damage to a roof by storm (as a one off event) we would expect to see debris which has been blown onto the roof and caused damage to the felt, or rips/tearing in the felt where the wind has taken hold of it. It would generally be quite obvious damage'*. It also said that if the roof was damaged by a storm, then it would expect there to be a *'flap'* or some lifting, and it didn't seem that this had occurred here.

Accredited said that its surveyor couldn't find evidence of storm damage or any other insurable peril that had caused the rain to enter Mr P's home and due to this, wasn't able to assist with the roof repairs. It explained that the pole the surveyor used had a camera

attached and was a way for the roof to be viewed and that the photographs were in the surveyor's report. Accredited said that its senior claims team had also reviewed the evidence and agreed with the outcome. It didn't agree that the photographs provided by Mr P after the stones had been removed was evidence that the felt was lifted by the storm.

Accredited added that the section covered by temporary white sheeting and timbers wasn't covering the '*supposed damage*'. It said removal of the plastic sheet wasn't necessary to conclude that the damage wasn't caused by storm. It said that Mr P didn't dispute that the ingress was through a join. It also said that a 'line' visible in Mr P's photographs was a crack and not consistent with storm damage. It said that they showed no lifting of the felt or '*flapping*'. Accredited said that the onus fell to the customer to show a valid claim. It said that it had tried to assist Mr P by appointing a surveyor, and Mr P's hadn't provided further evidence for it to consider.

Accredited accepted that Mr P had asked for a second surveyor visit to be arranged and that a claims handler had confirmed they would discuss this with a manager, however it said that they didn't promise this could be done. It apologised that calls from its staff had caused further upset. It agreed that on a couple of occasions, things could have been explained better. It said that; '*feedback has been given to the handlers, so they can improve their customer service in the future*'.

Finally, I've considered the surveyor's report supplied by Accredited. It refers to two flat roof sections and it said, '*ingress happening around the joint between the two, no damage and appears in reasonable condition. There has been a temporary repair carried out. There were high winds in the area but not consistent with storm damage. It would be due to poor workmanship or material breakdown*'. The report concluded that ingress was more likely to be due to age-related damage with water finding a way through, rather than due to storm.

I now turn to my reasoning for this provisional decision. The starting point for determining complaints of this nature will be the terms and conditions of the relevant policy, as they form the basis of the agreement between customer and insurer. Whilst storm damage is covered in principle, the policy also states that wear and tear, or anything which happens gradually is excluded. A further exclusion relates to loss, damage, or liability due to a structural repair.

Insurance policies don't provide cover for all eventualities, and home insurance generally provides cover for damage caused by a specific, one-off event listed in the policy. For example, the service wouldn't expect insurance companies to cover damage which had been caused by defective workmanship which may be covered by warranty.

This service has a settled three-stage approach to insurance claims for storm damage. We firstly consider whether storm conditions occurred when the damage was said to have happened. The second issue to determine is whether the damage claimed is consistent with damage which a storm typically causes. The third question for determination is whether the storm conditions were the main or predominant cause of the damage.

In relation to the first relevant question, the parties appear to agree that the weather at the relevant time did consist of a storm event. On the second question, I'm satisfied that a damaged and leaking roof can typically be associated with and consistent with a storm event. Water ingress which appears for the first time, as I accept it did in this case, the day after a storm is consistent with storm damage

In this case, it's the third question which will ultimately determine this matter on the balance of probabilities. Was the damage to the roof caused by the storm, or did the storm and torrential rain simply highlight an existing issue with the roof? Unfortunately, the evidence is not as clear as it could be here. Mr P said that whilst roofers did visit to provide quotes, none

of them would provide a report as to the cause of damage to the roof. Accredited sent its surveyor to assess the damage, and whilst it said that the relevant surveyor provided a detailed report, I don't agree that he carried out an adequate inspection to enable him to conclude on the balance of probabilities that the damage was due to wear and tear or poor workmanship rather than due to a one-off storm event. I also consider that both Accredited and Mr P's photographic evidence is inconclusive and can't see felt lifted by the wind.

Whilst we would normally find the report of a professional expert to be persuasive in the absence of any evidence to the contrary. In this case however, I consider the report merely makes assumptions as to the cause of damage. Accredited acknowledged that the surveyor relied on a camera on a pole, and this can sometimes be sufficient. However, the surveyor hadn't lifted a temporary covering on the roof area or removed any stones to view the surface underneath. I'm not persuaded by Accredited's argument that the sheeting didn't cover the area of concern, as the surveyor provided no evidence to support a view that the leak was occurring at the join between two flat roof sections. The assumption hasn't been properly tested. Without a proper check, the surveyor was merely making assumptions.

I'm also persuaded by Mr P's evidence that the surveyor did indicate, once he'd viewed the flat roof from an upstairs window, that the roof appeared to be in good condition, and that he did indicate that the matter could be re-considered on production of further evidence. Whilst I don't consider that Mr P's photographic evidence clearly showed storm damage, I consider that his attempts to assist, together with the surveyor's concession, did give Mr P a reasonable expectation that a second surveyor would then attend to report in detail. This subsequent discussion also places in question the surveyor's conclusion that a breakdown in materials or poor workmanship was the actual cause of the leak.

As I've concluded that the initial inspection was inadequate and wasn't sufficient to conclude that the damage wasn't due to storm damage, I consider that Accredited should now instruct a separate, independent surveyor to inspect the roof. This would include removal of stones and any temporary sheeting to obtain a clear view and physical inspection and testing to assess the position. This would confirm the likelihood or otherwise that felt had lifted during the acknowledged storm conditions, or indeed the likelihood of any other storm damage. If the surveyor concluded that storm damage wasn't evident, they would then also no doubt report on whether the likely cause of the damage was covered by any of the exclusions provided within the policy.

In the circumstances, I consider that it was unfair to expect Mr P to obtain his own report as the onus remained upon Accredited where, as in this case, the first two tests had been met. In addition to this Accredited was well aware that Mr P would find this difficult to arrange, due to his age and serious health issues. I consider that by Accredited unreasonably placing the onus back onto Mr P when it hadn't adequately discharged its own duty, this would have caused additional distress and inconvenience.

I have listened to the relevant calls between Mr P and Accredited. Whereas Mr P may have on occasions acted in an intemperate manner, the distress he was experiencing as a result of the incident itself should have been obvious to Accredited due to his own personal circumstances which he'd explained. He was understandably concerned about water continuing to enter his property. I agree however that an apology for Accredited's call handling was an appropriate response to this aspect of Mr P's complaint.

In conclusion, it's not yet clear if the damage caused to Mr P's roof is covered by the policy, however there's now an urgent requirement for Accredited to instruct a second, independent surveyor to carry out a thorough inspection of all relevant areas of the flat roof. Accredited must produce a detailed report, which should also be shared with Mr P in order that he may be fully informed of its conclusions and so that he may consider the way forward. As this

should have happened in December 2023, I consider that Accredited must compensate Mr P for the delay. I conclude that £200 is a reasonable amount of compensation for the additional time he had to wait and for having to spend time discussing the matter with Accredited.

My final decision

For the reasons given above, I uphold Mr P's complaint and I require Accredited Insurance (Europe) Ltd to do the following in response to the complaint:

- Urgently arrange for an independent surveyor to re-inspect and report upon the damage to Mr P's roof.
- Pay Mr P £200 compensation for the distress and inconvenience caused, within 21 days of his acceptance of this Final Decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 20 June 2024.

Claire Jones
Ombudsman