

The complaint

Mr and Mrs H complained their claim for storm damage was unfairly declined under their home insurance policy with Accredited Insurance (Europe) Ltd ("AI").

What happened

Following a storm Mr and Mrs H made a claim on their policy. So, AI appointed a surveyor to validate and review the claim. Based on the surveyor's report, AI declined the claim. It said there wasn't evidence of storm conditions around the time of the reported incident.

Mr and Mrs H are unhappy as they say a storm was the cause of the damage. They said they had two roofers visit their property and both confirmed strong winds had blown slate from their roof which then allowed the rainwater to penetrate.

Our investigator decided not to uphold the complaint. He reviewed the weather conditions on and around the time of the incident. He wasn't persuaded storm conditions were established. Mr and Mrs H disagreed, so the case has been referred to an 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.

When our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

AI said *"Your claim has been considered under the Storm section of your policy and within the Definitions section, it defines a storm event as:*

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.

I have reviewed the weather conditions in your area around the date of the incident. The highest wind speed recorded was 36mph on the date of the incident. Therefore, I am satisfied that the policy definition for a storm event has not been met”.

Our service has access to weather reports to validate storm conditions. I've used these to review the conditions at Mr and Mrs H's address at or near the time of the reported incident to determine whether AI has been reasonable in its approach. The nearest weather station is within two miles of Mr and Mrs H, so this gives provides an accurate measure of the weather around their location.

Having reviewed the weather conditions at the time of the reported incident I can confirm that none of the thresholds set out in the policy documentation for a storm were breached. Therefore, I think AI has been fair in saying a storm wasn't present at the time. Therefore, AI has been reasonable in declining the claim under the storm peril. I don't think there is any other perils in the policy Mr and Mrs H could claim under.

I know this will be disappointing for Mr and Mrs H. I've no doubt there were strong winds at the time. However, as these do not meet the conditions for a storm as set out in the policy, AI has been fair in its approach. So, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Accredited Insurance (Europe) Ltd to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 26 June 2024.

Pete Averill
Ombudsman