

The complaint

Mr T and Mrs G complain that Accredited Insurance (Europe) Ltd declined a storm damage claim made under their home insurance policy.

Where I've referred to Accredited, this also includes any actions and communication by agents acting on their behalf.

What happened

Mr T and Mrs G have a home insurance policy underwritten by Accredited. During bad weather in January 2024, damage was caused to Mr T and Mrs G's roof, so they made a claim to Accredited.

Accredited appointed a surveyor who attended Mr T and Mrs G's property to inspect the roof damage. The surveyor concluded the roof had been damaged by the storm and offered a cash settlement for repairs. Mr T and Mrs G didn't think the settlement offered was sufficient, so the surveyor referred the claim back to Accredited.

Following Accredited reviewing things, the claim acceptance decision was overturned, and Mr T and Mrs G were told their claim would be declined. This is because Accredited said the roof was in a poor condition and the storm had highlighted this. So accredited relied on a policy exclusion for wear and tear and gradual damage and declined the claim.

Mr T and Mrs G were unhappy with the claim decision, so they approached the Financial Ombudsman Service.

One of our investigators looked into things and upheld the complaint. She said that she didn't think Accredited had sufficiently demonstrated wear and tear and gradual damage were the dominant cause of damage. Instead, she was of the opinion the storm was, and she said Accredited had unfairly relied on the exclusion to decline the claim.

Therefore, the investigator recommended Accredited reconsider the claim in line with the remaining terms. She also said that when doing so, Accredited should also consider the temporary repairs Mr T and Mrs G had carried out. The investigator also said Accredited should pay Mr T and Mrs G £150 compensation.

Accredited didn't agree so the case was passed to me for a final decision.

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.

Having done so, I've reached the same outcome as our investigator.

When we consider complaints about storm damage claims, we take into account the following questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Accredited accepts there were storm conditions at the time Mr T and Mrs G made a claim. As this point isn't in dispute, I don't need to decide whether there was a storm or not. But for completeness, there were high winds with weather records indicating they reached 63mph.

The claim was made for damage to some ridge tiles and gutters, and this damage is consistent with storm type damage. So, I'm satisfied I can reasonably conclude the answer to both questions one and two above is yes.

The surveyor that attended agreed the damage being claimed for was storm damage and a cash settlement offer was made. But Mr T and Mrs G didn't think this was sufficient, so they didn't accept the offer. The surveyor then referred the claim back to Accredited.

However, after the surveyor referred the claim back to Accredited, they declined it. This was on the basis of the following exclusions in the policy which Accredited said applied:

"We don't cover the following

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)"*

And under the storm section:

"We don't cover:

Anything that happens gradually"

Accredited relied on these exclusions as they said the roof was already suffering wear and tear and gradual damage and the mortar was at the end of its effective life. Accredited said the weather at the time had highlighted this, rather than the storm being the dominant cause of the damage.

Accredited reached that conclusion on the basis that there have been previous repair works to other ridge tiles, and these previously repaired areas weren't damaged during the storm. So, Accredited says that this shows the areas which were damaged were in a poor condition. But Accredited have also provided images of the roof, and they say the areas that were repaired previously were also repaired poorly.

I don't find Accredited's argument persuasive in supporting their position or demonstrating wear and tear and gradual damage was the dominant cause, rather than the storm. I'll explain why.

The previous ridge tile repairs referred to by Accredited were carried out by Mr T and Mrs G's roofer in 2023, nine months before the claim. Given that was part of wider works Mr T and Mrs G paid for (at a significant cost), I'm persuaded that if there were issues with the other ridge tiles, it's likely they would have been identified by the roofer and also included within those works. I don't think the fact they weren't previously included, but then were damaged unlike the previously repaired areas, automatically means they were in a poor condition as Accredited says.

Accredited's surveyor, who visited the property, was satisfied the damage was consistent with storm damage and that the claim should be covered. They actually visited the property, and I'm persuaded by their conclusions. I don't find Accredited's argument persuasive, just because areas which were previously repaired weren't damaged during the storm, this doesn't automatically mean any areas which were damaged were in a poor condition, and I don't think the images support that either.

Mr T and Mrs G have also said that it wasn't just the displaced ridge tiles that were damaged during the storm, the gutters were also damaged including detached clips. And Mr T and Mrs G have also confirmed other ridge tiles were lifted, including some that were previously repaired in 2023. So, I think this further supports that the dominant and effective cause of the damage was the storm. With this in mind, I don't think Accredited has acted fairly by applying the gradual damage and wear and tear exclusion to decline the claim.

As I'm persuaded the storm was the dominant and effective cause of the damage, and that Accredited has unfairly applied the exclusion and declined the claim, I'll be directing Accredited to reconsider the claim in line with the remaining policy terms. When reconsidering the claim, Accredited will also need to consider the temporary repair costs Mr T and Mrs G incurred.

Our investigator also recommended Accredited pay Mr T and Mrs G £150 compensation for the distress and inconvenience caused by initially accepting the claim and then unfairly declining it, and the delays in this happening. I'm satisfied this is a fair and reasonable level of compensation in the circumstances, so I'll be directing Accredited to pay this.

My final decision

It's my final decision that I uphold this complaint and direct Accredited Insurance (Europe) Ltd to:

- Reconsider the claim in line with the remaining policy terms
- Consider the costs incurred for temporary repairs
- Pay Mr T and Mrs G £150 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs G to accept or reject my decision before 12 July 2024.

Callum Milne
Ombudsman