

The complaint

Mr J complains about Accredited Insurance (Europe) Ltd ("Accredited") for declining his claim for storm damage. He wants Accredited to settle his claim and pay for repairs.

What happened

Mr J bought his home in 2022. He insured it with Accredited.

His home is in a rural location near to mountains and is exposed to extremes of weather.

In early January 2024, Mr J's home experienced a period of very severe weather over several days. This included severe frosts and snow, heavy rainfall and high winds.

Mr S submitted a claim to Accredited for damage to his home, relying on the storm cover.

Accredited sent a surveyor to his home. The surveyor looked at damaged fencing and gate posts, a gate, a boundary wall, a damaged shed, damaged render to a gable wall, dislodged roof tiles and a leaning retaining wall.

The surveyor reached a view on each of the items of damage and also referred to old images on Google maps. The surveyor concluded that none of the damage was storm related and all of the instances of damage were due to the natural breakdown of materials over time, or by freeze and thaw damage of water penetrating the structures.

Relying on the surveyor's report, Accredited declined Mr J's claim. It did not notify Mr J of that decision until he chased an update in late February 2024.

Mr J complained. Accredited sent him its final response in late March 2024 maintaining the decision to decline

Mr J was not happy with this and contacted us.

Our investigator looked into this matter and, during the course of the investigation, Accredited acknowledged that it had not updated Mr J properly. It offered to pay him £150 compensation for that.

Our investigator set out their view that this was a reasonable offer to reflect the failings in service and that the decision to decline the claim was reasonable.

Mr J did not accept this view and asked for an ombudsman 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.

Firstly, I can appreciate Mr J's upset at this matter. From his perspective, he became aware of damage after a period of extreme weather and he understandably thinks that this would

be covered by insurance.

I do not, however, uphold his complaint regarding the decisions to decline and I agree with my colleague.

Mr J's insurance policy is a specified risks policy, and it set out what circumstances a loss will be covered. The storm part of the cover details what the insurer means by a storm and sets criteria that must be met for weather to be described as a storm. This was set out in advance, and agreed to by Mr J when he purchased the insurance.

The definition used by Accredited covers gale force winds, torrential rain, very heavy snow, or severe hail as a qualifying storm. It does not include extreme temperatures as a separate criteria as homes are expected to withstand temperature variation and any damage which occurs due to freezing and thawing takes place over a long time and so is excluded from cover as a general exclusion.

My colleague set out the approach we take to storm damage claims in their view and that in respect of each item damage we ask i) was there a storm, ii) is the type of damage consistent with damage caused by a storm, and iii) was the storm the main (or operative) cause of the damage. Only if we can answer all three questions as a yes will we say that the claim ought to have succeeded.

In this circumstance in the period before Mr J's claim there were qualifying conditions for rainfall and wind, and so the policy criteria for storm would be met.

Looking then at the next question, we would need to consider whether the damage was consistent with not just any storm, but a storm of the type which occurred. So, the damage would need to be consistent with extreme winds, and/or with very heavy rain. This sort of damage could be impact from debris being blown into surfaces, tiles/roofing being lifted, wind or suction forces pushing/pulling over a wall, impact from blown over trees or water saturation making a wall or roof collapse under increased weight.

The surveyor engaged by Accredited assessed each of the areas of damage and noted that a number of the areas of damage also suffered from rot or age-related decay. That rot would not be consistent with an event, but with longer term conditions or ageing.

The surveyor gave reasons for all of the damage and in his view each of the types of damage was consistent with other causes, such as water ingress behind the render which then froze. He did not attribute any of the damage to storm causes.

The report is well evidenced and I do not see reason to doubt its accuracy, so for the most part I am not satisfied that the damage was consistent with storm damage, of the types of storm experienced.

I do, however, recognise that some areas of damage are consistent with high winds, such as broken window-panes, lifted roofing felt and dislodged roofing tiles, so I have gone on to consider those areas were primarily caused by the storm events in January 2024.

In respect of this question, I cannot say that they are. The surveyor described the damage to the shed roofing felt and considered that this was due to poor workmanship as the felt was poorly secured and was cut in such a way that it overhung the sarking boards. The surveyor described the leaning of the retaining wall as having existed for some time and not being due to the wind or rain, and the failed parts of the fencing as being due to the rotting of some of the posts. He also describes that the roofing tiles appear to have been dislodged for some time as there were signs of gradual water ingress and moulding in the loft. This is consistent

with the photographs which show moss and vegetation in some of the spaces where tiles appear dislodged.

Overall, I am satisfied that the surveyor has properly considered the claimed damage and reached a reasonable view on the causes of it. I therefore cannot conclude that the storm was the main cause of any of the damage sustained.

I realise that this will be disappointing to Mr J, but for this reason I do not uphold his complaint regarding the decision on his claim.

I do, however, agree that Accredited did not properly update him on progress on his claim or for the decision and I agree that Accredited ought to compensate him for that failing in service. I agree that £150 is appropriate compensation to reflect that failing.

Putting things right

In order to put things right, Accredited should pay to Mr J £150 compensation for his distress and inconvenience.

My final decision

For the reasons given above, I partially uphold Mr J's complaint and direct that Accredited Insurance (Europe) Limited pay to Mr J £150 compensation for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 25 November 2024.

Laura Garvin-Smith
Ombudsman