

The complaint

Mr S complains Accredited Insurance (Europe) Ltd (Accredited Insurance) unfairly declined to settle his claim on his home insurance policy.

Accredited Insurance are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Accredited Insurance have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Accredited Insurance includes the actions of the intermediary.

What happened

When Mr S found water was getting inside his property he got a builder to look into the cause. His builder advised water was getting in through some slates on his roof, and this was due to some work that had been undertaken to the roof of the adjoining property, which had then caused the issue to his own roof and allowed water to enter and seep into his hallway.

On 15 December 2023 Mr S made a claim on his home insurance policy. He said water had been getting in intermittently when there had been bad weather, since October 2023.

Accredited Insurance declined to settle the claim. It said it had found there was no evidence of a storm at the time the leak started and the damage to the roof was not consistent with that of a storm. It also considered the information from Mr S's roofer as to the cause of the damage but still declined to settle his claim. It concluded it was age related wear and tear.

Because Mr S was not happy with Accredited Insurance, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said it was fair for Accredited Insurance to conclude the damage wasn't down to a sudden or unexpected event. And it wasn't unreasonable for it to say the damage wasn't covered under the terms of the insurance policy.

As Mr S is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Most building and contents insurance policies will only cover damage caused by a specific listed event. This is known as an 'insured peril' or 'insured event'.

Accredited Insurance initially declined to settle Mr S's claim because it said the damage had not occurred as a result of a one-off weather event.

When we consider complaints about claims as a result of storm damage we approach them in a similar manner. There are three conditions that need to be met before we can say that a business should deal with a claim for storm damage. Those conditions are:

1) Was there a storm?

No. I have considered all the information presented and I am reassured that after looking at all the evidence that there was no wind or rain that would be considered as a storm in October 2023 when Mr S reported the water coming into his hallway

2) Is the damage typical of that caused by a storm?

No.

3) Were the storm conditions the main cause of the damage?

No, as there was no storm conditions identified.

Therefore I accept a storm claim was declined fairly.

I looked at the report that was produced by Accredited Insurance's surveyor on 10 January 2024 and it said;

"The roof was inspected, and it was seen that the roof is higher in the middle between the insured and his neighbour. This is because the party wall supports the roof in this area but at either side the roof spars start to dip due to age giving this effect. No damage was found to the roof that was due to an insured peril and we cannot directly put the damage down to the neighbour's roof."

Accredited Insurance said this report and images of the roof were reviewed by its in-house surveying team and it agreed the decision to decline the claim as the damage was consistent with roof sag and age-related issues which are excluded from cover in the terms and conditions of the policy. Accredited Insurance declined the claim due to the cause of the damage being determined to be gradual deterioration.

I acknowledge Mr S's roofer said poor reinstallation of slates by third-party fitters who undertook work to the property next door had caused there to be gaps in the slates that had allowed water to get in. Mr S said as this is damage to the structure of his home it should be included in his policy, and the resulting water ingress was essentially storm damage as the rain leaked under the slates.

I do accept that water got into Mr S's property through gaps in the slates on his roof. However even if it were proven that the work undertaken to his neighbour's roof had caused the damage to his roof, this is not an insured event, and would still not be covered under the terms of his policy.

Insurance policies don't cover for every eventuality and only provide cover for the insured events listed in the policy terms and conditions (such as fire, theft, storm etc). Unfortunately there is no insured event to cover these circumstances. The damage to Mr S's roof is not covered under any of the insured perils listed in the terms of his insurance policy.

I saw Mr S's policy included accidental damage and I considered if this may cover the cost of the water ingress damage.

In the terms and conditions of the policy it says

"Accidental damage:

'Sudden, unexpected and physical damage which:

i. Happens at a specific time; and

ii. Was not deliberate; and

iii. Was caused by something external and identifiable.”

Accredited Insurance said it did not consider the damage fell within the definition of accidental damage. I looked at the images taken at the time of the assessment. They show damage to the ceiling and walls to the hallway of Mr S's property. Mr S said the issue had been ongoing since October 2023. This means it has happened over a period of time, rather than as a sudden or unexpected one-off event. Therefore Accredited Insurance were fair to decline to settle the claim for the internal damage.

I recognise this matter has caused Mr S distress and he had to pay the cost of the repairs to his roof and hallway from his own funds. I'm sorry my decision will be disappointing to him, however after considering the evidence provided I think Accredited Insurance acted fairly in declining his claim under the terms and conditions of the policy.

Therefore, I don't uphold Mr S's complaint and do not require Accredited Insurance to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 December 2024.

Sally-Ann Harding
Ombudsman