

The complaint

Ms H complains that Accredited Insurance (Europe) Ltd (Accredited) declined a claim she made under her home insurance policy.

What happened

Ms H has a home insurance policy with Accredited and she made a claim for storm damage to her garage roof.

Accredited arranged for a surveyor to inspect the damage. Ms H's claim was subsequently declined by Accredited. They said there weren't storm conditions on the date of loss, and the surveyor had identified significant rot damage which would have occurred over time, and Ms H's policy excluded damage caused gradually.

As Ms H remained unhappy, she approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the complaint. She was persuaded by the findings of Accredited's surveyor that the timber was suffering from decay, and this had been highlighted by the weather at the time. So she didn't think Accredited had unfairly declined the claim by relying on the gradual damage exclusion.

Ms H 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, whilst I appreciate it'll come as a disappointment to Ms H, I've reached the same overall outcome as our investigator.

When we consider complaints about storm damage claims, we take into account the following three 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?

Were there storm conditions?

Ms H's policy defines what Accredited considers to be a storm:

"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 55mph; 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."*

Having looked at the weather data, I don't think there were storm conditions on the exact date the storm and damage was said to have occurred, but I accept there was some wind and rain.

Having said that though, there were strong winds and rain leading up to that time, which could be considered storm conditions. But even if I were to conclude there were storm conditions, I still don't think Accredited acted unfairly, and that's based on the remaining questions that I also need to consider, and in particular question three.

Is the damage consistent with storm type damage?

The claim was made after a roof sheet lifted from Ms H's garage. This type of damage could be consistent with storm type damage, in the right conditions.

But it could also be a sign of pre-existing issues, which a storm (or bad weather) then highlights. And I'm persuaded that's what has happened here, and I'll explain why when answering the question below.

Was the storm the main or dominant cause of the damage?

Accredited arranged for a surveyor to inspect the damage to Ms H's garage. They concluded:

"We have attended site and inspected the areas of damage as indicated by the policyholder. We noted that roofing sheets at the front edge of the garage roof have lifted and broken off, resulting in a hole in the garage roof. Having examined the timbers into which the roofing sheets were fixed, it is evident that this is an advanced state of decay and that the roofing sheets were therefore not fixed into solid timber at the time of the loss. The cause of damage in this instance is therefore gradual deterioration of the roofing timbers and the damage is not attributable to a single incident of storm winds. We have explained this to the policyholder who does not accept the outcome, advising that the timber has rotten because it has been left exposed for 3 weeks since the loss. We did explain that such decay does not occur in a period of 3 to 4 weeks and that the rot viewed in the timber would have developed over a period of many months and years."

I've seen the images taken at the time, and I think they support the conclusions reached. There is clearly extensive rot to the timber at the front of the garage, which the roofing sheet was attached to. And I'm persuaded that the poor condition of the timber caused the roof sheet that was attached to it to lift. So, I'm satisfied that the weather highlighted the pre-existing poor condition, rather than this solely occurring due to a one-off storm event.

I acknowledge Ms H says only the fascia board is deteriorated and the beam the roof sheet was attached to was in a good condition. However, I don't agree. Whilst I accept the rear timber beam appears in a better condition, it's clear from the images that the front timber beam is severely rotten, and this is what the sheet was attached to at the front of the garage. This is evident as a roof panel which remained in situ can be seen to be attached in the location of the front beam further along, and that same beam is significantly rotten where the lifted sheet was previously attached and is now exposed. I agree the fascia board appears in poor condition too as Ms H already accepts, but having seen the images, it wasn't this that the roof panel was attached to, and it was a rotten beam instead.

Ms H has also argued that it was around three weeks after making the claim that the surveyor attended, and it rained heavily during this time. She says it was this delay that caused the rot damage that they observed. However, on balance I'm not persuaded this is what most likely occurred. I say this because the rot is significant, and I wouldn't expect that amount of rot and deterioration to occur in such a short period. Instead, it looks to have been deteriorating for a considerable period of months if not years. And I think signs of this would have been evident in the lead up to the roof panel being lifted.

Ms H's policy excludes damage which occurred gradually (I've only included the most relevant parts of the exclusion):

"12. 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);*
- exposure to sunlight or atmospheric conditions;*
- rusting or corrosion;*
- wet or dry rot (regardless of the cause);"*

For the reasons outlined, I'm persuaded by the conclusions reached by Accredited's surveyor that the bad weather highlighted an issue which had occurred due to gradual deterioration over a significant period of time, rather than being solely caused by a one-off event of storm. And I'm satisfied the images taken support this.

As I'm persuaded that the damage occurred gradually, which is excluded under Ms H's policy, I don't think Accredited has acted unfairly by declining her claim. Therefore, I won't be directing Accredited to do anything further.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 20 November 2024.

Callum Milne
Ombudsman