

The complaint

Mr H and Miss W complain about Accredited Insurance (Europe) Ltd (Accredited) declining a claim under their home insurance policy for damage to their property in bad weather.

References to Accredited include their agents who administer the policy and assess claims.

What happened

In January 2024 a large panel of glass from the roof over a sunroom at Mr H and Miss W's property came away during the night, in high winds (they said the winds came from a south-westerly direction towards the sunroom, exceeding 80 mph). They were away at the time but were alerted to the damage by neighbours. They contacted Accredited to tell them about the damage and lodge a claim, providing photographs of the damage. An emergency contractor put a wooden panel over the gap left by the panel.

Accredited initially appointed a surveyor (B) to inspect the damage, which they did for damage to guttering and decking from the slipped panel. But they didn't report on the panel itself as they thought it would need a specialist report from a glazing company.

Accredited appointed a glazing company (M) to inspect the damage and report back. In their report, M said the panel had slid down and broken, which they concluded was due to the weight of the glass and the high angle/pitch of the roof, which over time caused the metal plates and end caps holding the panel in place to fail. They also said the structure was 17 years old and parts had worn commensurate with age and concluded the cause of the damage was wear and tear, not the high winds.

Based on M's report, Accredited rejected the claim. But they did offer to cover damage to the guttering and decking damaged by the sliding panel under the Accidental Damage section of the policy.

Mr H and Miss W were unhappy at the decline for the panel, disputing the damage was due to wear and tear. They said independent contractors engaged to quote for replacement of the roof (and French doors and glass in the base of the sunroom) told them the roof should last at least 30 years. And they hadn't had any issues with the sunroom before the incident.

So, Mr H and Miss W complained to Accredited.

Accredited didn't uphold the complaint. In their final response they said they correctly declined the claim for the damage to the roof panel. They considered the claim under the storm peril of the policy and weather data showed a 60 mph wind speed around the date of the incident, so the policy definition for a storm event was met. Accredited referred to M's report and conclusion the damage was caused by wear and tear, not high winds. They also referred to the policy General Exclusions, which excluded damage caused by wear and tear (and the storm section, which excluded cover for anything that happened gradually).

But the damage to the guttering and decking was covered under the accidental damage section of the policy. So, they'd offered a cash settlement of £724.12 (less the policy excess of £350 to leave a net settlement of £374.12).

Mr H and Miss W then complained to this Service. They disputed Accredited's view the damage was due to wear and tear, saying the damage was due to the storm conditions on the night of the incident. They also said it wasn't possible for them to foresee the damage before it happened, and the structure hadn't leaked or shown any indication of issues before the incident. They thought the age of the structure wasn't relevant as it had a life of at least 30 years. The same structure was used in other properties nearby and they weren't aware they'd had the same issue.

They were left with a roof that wasn't watertight as the fix was only temporary and there was damage to walls and blinds from water ingress. The new decking had been damaged by the falling glass and the electric window opener didn't work. The situation also meant they couldn't use the room, which was upsetting and highly stressful. They thought M was biased as they only handled insurance claims and their independent reports hadn't been considered by Accredited. They wanted to be put back in the position they were before the incident and if Accredited were prepared to pay for the damage to the gutter and decking, they should cover the whole claim, as the damage occurred in the same incident.

When providing their business file to this Service to investigate the complaint, Accredited maintained their decline of the claim for damage to the roof. But having reviewed the case they concluded they'd taken longer than they should to contact Mr H and Miss W about the decline of their claim. In recognition, Accredited offered £200 for distress and inconvenience to Mr H and Miss W. They rejected Accredited's offer, maintaining their view the damage to the roof was caused by the high winds. So, they asked us to investigate the complaint.

Our investigator didn't uphold the complaint. Weather reports around the date of the reported damage indicated conditions meeting the policy definition of a storm. And the damage to the roof panel was consistent with damage typically caused by a storm. While the investigator appreciated Mr H and Miss W's view the roof should have lasted 30 years and the damage wasn't due to wear and tear, he thought M's report and conclusion the damage was due to wear and tear was reasonably supported by explanations and photographs. So it was fair for Accredited to say the main cause of the damage wasn't the storm, but wear and tear. But it was reasonable to cover the damage to the guttering and decking under the Accidental Damage section of the policy.

Mr H and Miss W had raised issues about damage to the internal walls of the sunroom, a banister for a balcony as well as the electric window openers not working. But these didn't appear to have been considered by Accredited, so it would be for them to consider them in the first instance, rather than this Service. On the offer of £200 compensation for distress and inconvenience, the investigator thought this was fair.

Mr H and Miss W disagreed with the investigator's conclusions and asked that an ombudsman review the complaint. They said weather conditions leading up to the incident should be considered, as they may have contributed to the incident (and a second roof panel had also slipped some months after the original incident). And Accredited hadn't considered the other damage they'd referred to when bringing their complaint.

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.

My role here is to decide whether Accredited have acted fairly towards Mr H and Miss W.

The main element of Mr H and Miss W's complaint is that Accredited unfairly declined their claim for damage to the roof, on the grounds that while there were storm conditions at the time of the reported damage, the damage was due to wear and tear, an exclusion under the policy. Mr H and Miss W dispute this, saying the damage was due to the storm conditions (and may have originated in earlier bad weather). They say there were no issues with the roof before the incident and it should have lasted at least 30 years (it was 17 years old at the time of the incident). They also question M's independence. Mr H and Miss W also raise issues about other damage they say Accredited haven't considered.

As Accredited considered the damage under the storm section of the policy, I've looked at this aspect. In considering this issue, whether the damage resulted from a storm, there are three key issues we consider:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage that a storm typically causes?
- Were the storm conditions the main (or dominant) cause of the damage?

On the first question, Accredited refer in their final response to weather conditions at the time of the reported damage meeting the policy definition of a storm. The definition is as follows:

"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."*

Accredited's final response refers to a highest wind speed around the date of the incident of 60 mph (although only 41 mph on the date the incident is said to have occurred). However, given Accredited assessed the claim on the basis the storm criteria was met, I've accepted their position. Data from the nearest weather station to Mr H and Miss W's property indicates the same maximum gust of 41 mph on the day of the incident, but 59 mph on the following day (so very similar to the data from Accredited).

So, I've concluded there were storm conditions on or around the date of the incident.

On the second question, the main damage claimed for was to the roof of the sunroom, with a glass panel slipping down, damaging the guttering and decking as a consequence. Damage to roofs is something we would expect to see in storm conditions, including high winds. So, I've concluded the answer to the second question is 'yes'.

Given these conclusions, the third question is therefore the key in this case. So, while the damage might be consistent with damage in a storm, I've considered the most likely cause based on the evidence and information provided by Mr H and Miss W and by Accredited. Accredited declined the claim due to the cause being wear and tear, based principally on M's report (as well as review by their in-house surveying team). The key sections of the report are as follows:

"Upon close inspection our surveyor observed the sunroom/conservatory has a very high pitch glazed roof system. The left-hand double-glazed unit has slid down and

broken. The reason the unit has slid down is due to weight of glass and the high angle/pitch which over time has caused the metal plates and end caps that hold the unit in place to fail, with the fixing screws either snapped or forced out under the weight of the glass. The policyholder advised in their opinion the failure of the plates and end caps is due to high winds. Our surveyor refutes this and observes there is another adjacent double-glazed unit in the roof that has started to slide forward also, and its metal plate has shifted forward and its end cap is splitting.

The roof system is 17 years old and parts have worn and in condition commensurate with age...

In our surveyor's opinion the cause of damage is due to wear and tear and has not been caused by high winds."

The point about the high angle/pitch of the roof is also mentioned in the quote for a replacement roof from Mr H and Miss W's contractor (R), who state:

"Please be aware we cannot use manufacturer's wall plate as the pitch is too steep"

Photographs of the roof provided by Mr H and Miss W also show the angle/pitch of the roof appears to be steep.

Accredited's in-house surveyors concurred with M's conclusions, that the damage to the roof was caused by wear and tear (but the damage to the guttering and decking would be covered under the Accidental Damage section of the policy, as it was caused by the fall of the glass roof section).

Mr H and Miss W say the roof should have had a life of over 30 years. And they've provided a copy of an email from one of their contractors which states they would have expected the sunroom structure at the property to last a minimum of 25 years. However, this wouldn't of itself be a guarantee that an individual structure would last more than 25 years. And it doesn't provide an opinion (nor does R) about the cause of the damage to the roof at the property or specifically refute M's conclusion the damage was due to wear and tear. The first report also says they wouldn't expect Mr H and Miss W to maintain the roof structure. But again this doesn't refute M's conclusion about the cause of the damage being wear and tear. In the absence of any other independent reports or opinions, then on balance I'm persuaded by M's report conclusion the damage to the roof panel was due to wear and tear.

In their final response, Accredited refer to the following exclusion in the *General Exclusions* section of the policy:

"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)..."*

A similar exclusion for 'anything that happens gradually' is contained in the Storm section of the policy.

Given M's conclusions about the likely cause of the damage to the roof, then I've concluded the damage was most likely the result of gradual operating causes and wear and tear issues, not storm damage, which the exclusion set out above means isn't covered under the policy.

I've also considered the general principle, where a policyholder makes a claim for damage or loss under a policy, the onus is on them to show there was an insured event that caused the

damage or loss. In this case, given my conclusions there were storm conditions at the time of the incident, I think it's reasonable to conclude there was an insured event (storm) that caused damage.

However, where an insurer relies on an exclusion in the policy to decline a claim (as Accredited have done) then the onus is on them to show the exclusion applies. Looking at the available information and evidence, I think Accredited have done so in the circumstances of this case.

On the cover for damage to the guttering and decking, caused by the slipping roof panel, Accredited accepted this under Accidental Damage section of the policy. The policy defines Accidental Damage as "*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"*

In this case, I think it reasonable to conclude the damage to the guttering and decking would fall into this definition. That is, the damage was caused by the slipping roof panel at a specific time (when the panel slipped). It wasn't deliberate and the cause was external and identifiable (the glass panel).

Mr H and Miss W say that as the guttering and decking damage was covered, then so should the glass roof damage. However, the damage to the roof wouldn't fall within the above definition, and the storm was the occasion for the damage for the roof – but not the main or dominant cause – so, as I've concluded, the claim for damage to the roof was fairly and reasonably declined by Accredited under the storm section.

Mr H and Miss W also say Accredited haven't considered the other damage they've set out, including to interior walls, a banister, the electric window openers and blinds. Accredited say the list of items was available to their in-house surveyors (though the items aren't specifically mentioned in the final response).

Having considered this point, I'm not persuaded it was unreasonable of Accredited not to cover these items under the claim, as their response indicates. From what I've seen about the claim, the damage initially claimed for was the slipped roof panel and the damage to the guttering and the decking (caused by the slipping panel). It's not obvious why the slipping panel would have caused the damage to the other items listed, rather than (for example) the subsequent water ingress Mr H and Miss W say occurred following the temporary repair.

So, I can't conclude it was unreasonable for Accredited to decline to cover the damage to the other items.

When responding to our Service's request for their business file, Accredited said they'd reviewed the case and concluded they'd taken longer than they should to contact Mr H and Miss W about the decline of their claim. In recognition, Accredited offered £200 for distress and inconvenience to Mr H and Miss W. Having considered the circumstances of the case alongside the published guidance from this Service on awards for distress and inconvenience, I've concluded Accredited's offer to be fair and reasonable, which they should pay Mr H and Miss W if they haven't already done so.

My final decision

For the reasons set out above, it's my final decision to uphold Mr H and Miss W's complaint in part. I require Accredited Insurance (Europe) Ltd to:

- Pay Mr H and Miss W £200 compensation for distress and inconvenience (if they haven't already paid it).

Accredited Insurance (Europe) Ltd must pay the compensation within 28 days of the date we tell them Mr H and Miss W accept my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Miss W to accept or reject my decision before 30 December 2024.

Paul King
Ombudsman