

The complaint

Mr and Mrs R complain about Accredited Insurance (Europe) Ltd's handling of a claim they made under their home insurance policy.

Accredited has been represented on the claim by its agents. For simplicity, at points, I've referred to the actions of Accredited's agents as being its own.

What happened

In October 2023, Mr and Mrs R made a claim for storm damage under their home insurance policy. They said recent storms blew their fascia board off their roof, causing damage to a van they hired and to a contractor's van. No internal damage was reported.

Accredited inspected the property and declined the claim. It said the roof timber showed signs of decay and the fascia fixings failed because of this. It said there was no evidence of storm damage or operation of any other insured peril. Mr and Mrs R complained and said they were not aware of the timber decay.

Accredited issued a response in December 2023. It said there was no evidence of storm damage and weather records showed no storm force winds around the date of the loss. It said the damage was caused by wear and tear that was highlighted by adverse weather conditions. It also said policy exclusions for gradual deterioration and wear and tear applied.

Mr and Mrs R remained unhappy, so they referred their complaint to the Financial Ombudsman Service. They said there was a named storm (Storm Babet), affecting the country at the time, and their property was in an elevated position, subject to high winds. They felt a storm caused their fascia board to come away from its fixings. They had carried out repairs, so they wanted Accredited to reimburse the cost of repairs and deal with any third-party claim. They also wanted compensation for Accredited's handling of the claim.

The Investigator said the recorded wind speeds in the area didn't meet the policy definition of storm. They also thought the exclusions would apply even if it was shown there was a storm. So they concluded that Accredited had acted fairly in declining the claim.

Mr and Mrs R didn't agree. They said they maintained their property well and the deterioration was not visible to them. They maintained there was a storm and said their property was in an elevated position. They said the relevant weather station was far from their property and they provided information from the Met Office about Storm Babet. They also said the fascia board landed around 10-15 feet away from its original location, and they felt this showed the damage was caused by storm and not wear and tear.

Because the complaint couldn't be resolved, it's been passed to me to decide.

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.

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

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Is the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

If the answer to any of these questions is 'no', then we'd say it's reasonable for an insurer to turn down a claim for storm damage.

Were there storm conditions at Mr and Mrs R's property?

Mr and Mrs R's policy defines storm as strong winds of 47mph or more. I don't consider this definition to be unusual or unreasonable, so I think it's fair for Accredited to rely on this. Accredited accepted there were windy conditions, but said this didn't amount to a storm.

Mr and Mrs R provided information from the Met Office about Storm Babet. The Met Office information about windspeeds during this storm shows maximum windspeeds of 31mph around Mr and Mrs R's area, and maximum windspeeds of 42mph in the surrounding areas. So this evidence doesn't show there was a storm.

One of the weather reports I've seen shows the strongest gust of wind recorded closest to Mr and Mrs R's property, on the day of loss, was 36mph. Another weather report shows the strongest gust of wind was 45mph.

Mr and Mrs R said the weather station was located a number of miles away from their property. Mr and Mrs R also said their property is located well above sea level. I take on board their points, and I also acknowledge that one weather report showed wind speeds of 45mph, which is near to storm force levels. There was also a named storm in the UK that day. So, although I haven't seen evidence of storm force winds over 47mph, I recognise it is borderline and winds could have potentially reached this speed at the property.

Is the damage consistent with storm type damage?

Mr and Mrs R said their fascia board was blown off from their roof. And in the right conditions, I think a storm could cause this to happen.

But equally, I'd expect the conditions to have been severe for it to cause this type of damage, unless there were already issues with the roof or fascia board, in which case damage could be caused in less severe conditions.

I've therefore gone on to consider the final question.

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

Accredited inspected the roof in October 2023 and I've seen its report. The report said the PVCu fascia boards had been displaced and the exposed roof timbers showed evidence of decay. The report concluded the damage was caused by wear and tear and there was no evidence of storm damage. The report included photographs, which I'm persuaded supports Accredited's comments of decay and wear and tear.

Having reviewed the report, I'm persuaded by the conclusions reached by Accredited. Even if there was a storm, I'm not persuaded a storm was the dominant cause of the damage. And because Mr and Mrs R's policy excludes damage caused by wear and tear, I don't think

Accredited has acted unfairly in declining their claim.

Mr and Mrs R say they were unaware of the decay to the timbers. But, as outlined above, I only need to consider what the dominant or effective cause of the damage was. This doesn't depend on whether Mr and Mrs R knew about the causes or how they maintained the property.

For the reasons outlined above, I don't think Accredited acted unfairly in declining Mr and Mrs R's claim. And I've not seen sufficient evidence to persuade me the damage was caused by any other insured peril listed under Mr and Mrs R's policy.

Mr and Mrs R referenced damage to a rental van, a contractor's van and a possible claim from the contractor. I've only considered their claim for damage to their building under this decision. And it should be noted that the vans wouldn't fall under the policy definition of 'buildings' or 'contents'. If Mr and Mrs R do receive a claim from a third-party, or are found to be legally liable for any third-party costs, they can raise this separately with Accredited, for it to consider under the terms of any other relevant section of their home insurance policy.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 20 December 2024.

Monjur Alam
Ombudsman