

The complaint

Mrs A and Mr K have complained about Accredited Insurance (Europe) Ltd (AIE)'s decision to reject a claim they made under their home buildings insurance policy for storm damage.

As Mr K is the main complainant, I will refer to him in my decision, on behalf of both him and Mrs A.

All reference to the insurer AIE in my decision includes agents it appointed to act on its behalf to handle the claim.

What happened

Mr K made a claim to AIE for storm damage to their garden boundary wall and fence. AIE arranged for a Surveyor to attend to decide if the claim was covered under AIE's policy.

The Surveyor said the damage was caused by gradual wear and tear, and said the construction of the wall and fence had contributed to the damage too. So AIE rejected Mr K's claim. It said their policy didn't provide cover for damage caused by wear and tear or poor design.

Mr K complained to AIE but it didn't uphold their complaint. So Mr K asked us to look at his complaint.

Our Investigator didn't think AIE had acted unreasonably based on the evidence available.

Mr K doesn't agree and wants an ombudsman 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.

Insurers don't provide cover for every eventuality. They provide cover for specific insured perils such as storm, fire and flood. AIE, like most – if not all insurers – has exclusions for cover where the cause of damage has occurred gradually, through wear and tear, or poor workmanship and design.

Where there is a claim for storm damage, it isn't enough to say the claim should be met because storm conditions occurred. It may be that poor weather highlighted an existing issue due to the condition of the affected property.

As the Investigator explained, we ask three questions when considering complaints about storm damage. These are:

- 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 a storm typically causes?
- Were the storm conditions the main cause of damage?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

Both parties accept that storm conditions occurred on or around the time the damage occurred. So the answer to the first question is 'yes'.

AIE highlighted the following exclusions to Mr K when explaining its decision to reject the claim. These are set out under the full policy wording by AIE when Mr K bought the policy:

"Any gradual or maintenance-related loss or damage

Loss or damage as a result of gradual causes including:

- *Wear and tear*
- *- fail in value over time*
- *Gradual deterioration (whether you were aware of it or not)*

And;

Poor workmanship

Loss or damage caused by poor workmanship, use of faulty materials, (including latent defects), or poor design (a latent defect is a fault which exists but which causes a problem at a late stage under certain conditions.)

I've read the Surveyor's report. They said that the construction of the boundary wall and fence was poor which meant it was unable to retain the load. They summarised that the storm conditions had highlighted the poor design of the boundary wall and fence - and so the damage had occurred gradually.

I've looked at photos provided of the damaged fence along with historical online images around a decade apart – from 2011 and 2022 - of Mr K and Mrs A's property. These images show a marked change in the fence erected above the wall. Photos of the damaged fence show rotten timber and corroded fixings.

I haven't seen evidence to show the fence was in good condition prior to the storm. From all of the available photos, they support AIE's decision that the damage was caused by wear and tear gradually.

So while it may be that the damage was consistent with what a storm typically causes, I don't find that storm conditions were the main cause of damage. So the answer to the final question is 'no'.

I'm sorry to disappoint Mr K. But I think AIE properly considered their claim for storm damage. But in line with the policy, I think AIE's decision to reject it by applying the exclusions it did was a fair and reasonable outcome.

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 Mrs A and Mr K to accept or reject my decision before 15 January 2025.

Geraldine Newbold
Ombudsman