

## **The complaint**

Mr P and Mrs P have complained that Accredited Insurance (Europe) Ltd ('Accredited') unfairly declined a claim under a home insurance policy.

## **What happened**

Mr P and Mrs P contacted Accredited to make a claim for storm damage when the brick skin on the gable end of their house collapsed. Accredited arranged for a structural engineer to assess the damage. It then declined the claim because it said the damaged wasn't consistent with a storm.

When Mr P and Mrs P complained, Accredited maintained its decision to decline the claim. It said the highest recorded windspeed was 52mph, which didn't meet the policy definition for a storm. The structural engineer had also found issues with the wall ties. The engineer had concluded there were deficiencies during installation, which were most probably attributable to poor workmanship. Accredited said that although the winds had contributed to the collapse, this wouldn't have been the case if the works had been completed to a good standard. It said there was a general exclusion for poor workmanship.

So, Mr P and Mrs P complained to this Service. Our Investigator upheld the complaint. He looked at the evidence, including a weather report and engineering report provided by Mr P and Mrs P. He said it was reasonable to rely on Mr P and Mrs P's weather report, which provided windspeeds and explained why a wider range of velocities normally provided the most accurate representation. Our Investigator also said there were signs of cracking in the walls, but that Accredited and Mr P and Mrs P's experts disagreed about whether the wall ties were installed correctly. So, it was difficult to say with any certainty that this was the dominant factor. He said Accredited should settle the claim and pay Mr P and Mrs P's experts costs. He said Accredited should also pay interest on those amounts.

As Accredited didn't agree there was a storm or that the wall ties weren't a key issue, the complaint was referred to me.

I issued my provisional decision on 26 November 2024. In my provisional decision, I explained the reasons why I wasn't planning to uphold the complaint. I said:

*When we look at a storm claim complaint, there are three main issues we consider:*

- 1. do we 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?*

*We're only likely to uphold a complaint where the answer to all three questions is yes.*

*So, I've thought about the first question. The policy said that it considered a storm to be 55 mph or above. I don't think this is an unusual definition. It's my understanding that the gable end collapsed at 11pm on 21 January. When Accredited checked the weather conditions,*

*the maximum gust it found on that day was 52mph. I've also looked at weather reports and the maximum gust on the same day, at the closest weather station, was 51mph. Neither of these were high enough to be considered storm strength.*

*I'm aware there was a named storm that day. I've also looked at the weather report Mr P and Mrs P provided from their own weather expert, which looked at the windspeed at a range of weather stations in the wider region. So, I've looked at a range of weather stations to see what these showed.*

*I should explain how I've approached this. I'm unable to name the weather stations in my decision. The decision needs to be anonymous and if I name the weather stations it will identify the region where Mr P and Mrs P live. This combined with the other information might also make it possible more precisely to locate where they live. I'm also not a weather expert. I have based what I've said on a weather database and Mr P and Mrs P's weather report.*

*Mr P and Mrs P's weather report listed the maximum gusts on both 21 and 22 January. I've focussed on 21 January as the gable end collapsed on that date. Mr P and Mrs P's weather report also presented the weather data ordered by highest to lowest windspeed. However, I've looked by distance. So, the distance between the weather station and Mr P and Mrs P's postcode. I also looked at where the weather stations were in relation to Mr P and Mrs P's property, meaning were they north or south of it and so on. Five of weather stations 1 to 6 referred to below were in Mr P and Mrs P's weather report.*

*Weather station 1 was 14 miles from Mr P and Mrs P and had a maximum gust of 51mph. Weather station 2 wasn't listed in Mr P and Mrs P's weather report but was 17 miles from their postcode and had a maximum gust of 34mph. Weather station 3 was 24 miles from Mr P and Mrs P's location and had a maximum gust of 50mph. For this weather station, Mr P and Mrs P's weather report listed a similarly named weather station and recorded a maximum gust of 46mph. Two of these weather stations were north of Mr P and Mrs P's property and one was south of it. None of these weather stations recorded windspeeds that would be considered storm strength under the policy.*

*Weather station 4 was 34 miles from Mr P and Mrs P and had a maximum gust of 76mph, which would be considered a storm. Weather station 5 was 38 miles from Mr P and Mrs P and recorded a maximum gust of 51 mph. Weather station 6 was 39 miles from Mr P and Mrs P and recorded a maximum gust of 67 mph. The next four weather stations were 40 to 42 miles from Mr P and Mrs P's postcode and recorded windspeeds of 66 to 74 mph.*

*So, the data showed that the three closest weather stations didn't record storm strength winds on that day. The first weather station to record storm strength winds was a further 10 miles away and recorded a maximum windspeed of 76 mph.*

*I don't think it's in dispute that there was a significant storm that day, but I think the evidence shows that it's fair to say the answer is no to the first question. Based on the three closest weather stations, the winds weren't storm strength, reaching a speed of 55mph or more, local to Mr P and Mrs P on the day the gable end collapsed. I note Mr P and Mrs P's weather report described the location of their property as "rural and moderately exposed, with little by way of shelter from the west or southwest, the direction of the peak gusts at that time". The weather database I looked at described the wind direction as south or southwest, depending on the weather station. I haven't seen anything that persuades me it wasn't reasonable to rely on the data from the nearest weather station. This didn't show storm strength winds.*

*As the answer to the first question is no, I don't need to consider the other two questions. I'm aware Mr P and Mrs P, understandably, hold strong views about their claim. But based on what I've currently seen, I think it was fair for Accredited to decline the claim.*

I asked both parties to send me any more information or evidence they wanted me to look at by 10 December 2024.

Accredited didn't reply. Mr P and Mrs P replied and, in summary, said:

- The main issue was whether there was proof that there were 55mph windspeeds.
- There was a named storm and an Amber weather warning was in place.
- They had contacted an independent weather expert to request a weather report. If it had shown there weren't windspeeds over 55mph, they would have accepted the decision not to pay out on this claim.
- I had said I wasn't a weather expert. Their report was compiled by someone who was an expert in his field. The company had made clear it was impartial and its findings might not have supported the claim. They were unclear why the evidence submitted hadn't been accepted and had been overruled by someone who wasn't a weather expert. They questioned what the point was of requesting expert opinion for any claim brought.
- They said the first two weather stations were 3 miles different in distance but had a difference in windspeed of 17mph. A weather station 34 miles away recorded gusts of 76mph, which was an increase in windspeed of 42mph. This showed quite clearly that unless there was a weather station at their house, there was absolutely no evidence that there were no gusts in excess of 55mph. It was absolutely acceptable that there could have been gusts above the 51mph windspeed recorded 14 miles away.
- If the argument was that there was no proof there were no gusts of 55mph or more, there was also no proof that there wasn't. My decision wasn't based on any proof, it was based on opinion and conjecture. Neither argument could be proven either way with absolute evidence.
- It was absolutely fair to say that gusts exceeding 55mph could have occurred 14 miles from the nearest weather station given the difference in windspeeds at the closest weather stations.
- Their home is on top of a hill with an exposed gable end that faces north-east, so was in the direction of the strong westerly winds that night.
- The weather expert states: "*wind velocities and in particular the gusts during a high wind event are the most erroneous of weather elements and any one event cannot easily be categorised for any single location*".
- They wanted the evidence used in my decision that proved the wind wasn't above 55mph on the night in question. The weather report had also said: "*any single weather station gust cannot be taken as being literal for the entire region or locality*".
- They suggested I should contact the meteorologist, as I'm not a weather expert, to discuss the report and findings.
- Their aim in contacting this Service was for the evidence to be looked at impartially and that factual evidence be used to reach a decision. If absolute proof can't be obtained assumptions shouldn't be made.
- They remained of the opinion that there was no proof that there were no gusts of wind above 55mph that night. They have provided expert opinion to support this. A decision must be based on expert opinion in the absence of absolute fact. However, I hadn't done this and my decision was based on my own opinion as a layman in this field.
- It was a nationally recognised storm that caused huge amounts of damage across their region. They were at a loss as to how my decision could be made when all surrounding property damage has long been repaired and all insurance claims settled. Especially given this Service had twice supported their claim using the information presented. No-

one else they had spoken to locally had any issue in receiving payment for their structural damage caused at that time.

- For the questions this Service asks about storm claims, there were storm conditions on the date the damage happened. That windspeeds were only 51mph 14 miles away doesn't prove they weren't 55mph at their address. This was a fact and the meteorologist's opinion supported this.
- They had paid for insurance in good faith and all they were asking for was fairness in the claims process. Prior to discussing windspeeds, Accredited had tried two other lines of refusal to pay and when these proved fruitless, it changed tactic. It was clear it never intended to pay from the first phone call.
- They asked that my decision be reconsidered using the points raised and the acknowledgement that neither party can provide absolute proof of wind speed on that night at that address. Therefore, a meteorologist's opinion should be the defining factor.

### **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, I don't uphold this complaint and for the reasons given in my provisional decision. As part of that, I've considered Mr P and Mrs P's comments about my provisional decision, but this doesn't change my view about the outcome of this complaint. I've read and thought about all the points Mr P and Mrs P raised. I've focussed my comments on what I consider to be the key issues.

When a policyholder makes a claim, the onus is on them to show a claim has been caused by an insured event. In this instance, Accredited did what I would expect it to do, which was to check the weather conditions on the date of the incident. This didn't show storm strength winds local to Mr P and Mrs P. Mr P and Mrs P appointed a weather expert. I read the report in full. I was also aware there was a named storm and an Amber weather warning in place for parts of the UK.

I don't have to accept evidence simply because it has been prepared by someone who has knowledge or expertise in a particular field. I think it's reasonable to ensure I understand the evidence and what it shows. Mr P and Mrs P's weather report included data from the date of the incident and also from the day after. As I said in my provisional decision, I think it was fair to focus on the date on which the gable end collapsed. The weather data was presented from highest to lowest windspeed. However, there was no indication of where the weather stations were in relation to Mr P and Mrs P's property, including the distance from their property. I think it was reasonable for me to look at where the weather stations were and what the data was at each weather station. This also highlighted that one of the three closest weather stations to Mr P and Mrs P's property wasn't in the expert report, but showed windspeeds of 34mph.

Mr P and Mrs P also highlighted that their weather expert had said data from a single weather station couldn't be taken as literal for the entire region or locality. Although Accredited might have looked at the data for one weather station, as I think is clear in my provisional decision, I looked at several weather stations. I did that to check whether there was reason to think it wasn't fair for Accredited to rely on that weather data. Having done this, it showed that the three closest weather stations didn't record storm strength winds. This wasn't my opinion, it was what the data showed.

I'm aware Mr P and Mrs P have said all other insurance claims had been settled. I'm unable to comment on this. I don't know the circumstances of any other claims or what happened

about settling them. I'm only considering Mr P and Mrs P's claim and whether Accredited dealt with it fairly.

Based on everything I've seen, I remain of the view that it was fair for Accredited to decline the claim.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 8 January 2025.

Louise O'Sullivan  
**Ombudsman**