

The complaint

Mr B and Miss T complain about Accredited Insurance (Europe) Ltd's decision to turn down a claim 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 January 2024, Mr B and Miss T made a claim for storm damage to their home. They said water had entered their home, some tiles had slipped and gutters had been damaged.

In February 2024, Accredited inspected the property. In April 2024, it told Mr B and Miss T it was declining their claim, because the damage was caused over time, and not by a storm. Mr B and Miss T complained.

Accredited issued a complaint response in April 2024. It said the damage had been caused by deterioration to the roof flashing, and this allowed rainwater to enter the property. It also didn't think storm conditions had been present at the time of the damage, so it still declined their claim.

Mr B and Miss T referred their complaint to the Financial Ombudsman Service. They said there had been a number of storms where they lived, and they made the claim when their ceiling started leaking. They said there had been a delay in Accredited's claim decision and the damage was worse as a result. They wanted Accredited to pay a cash settlement that would allow them to inspect and repair their property.

The Investigator upheld the complaint. They said there were storm conditions on or around the date the damage was said to have happened, and the damage claimed for was typical of storm. They said there wasn't enough information to show storm damage, but they weren't persuaded by Accredited's report on the cause of damage, as it didn't mention the tiles or gutters. They recommended Accredited carry out a further survey and inspect all areas of the roof and gutters. They also said Accredited should pay Mr B and Miss T £250 compensation for the delay in issuing its claim decision and its poor communication.

Mr B and Miss T accepted that outcome, but Accredited didn't. It said there were no storm conditions leading up to the date of loss, so the damage couldn't have been caused by storm. It said the timeframe for its handling of the claim was reasonable, so it didn't agree to pay the recommended compensation.

I issued a provisional decision. In it I explained why I intended to partially uphold Mr B and Miss T's complaint. The provisional decision's reasoning forms part of this final decision, so I've copied it below. I invited both parties to provide any further comment or evidence they would like me to consider before issuing this final decision.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Storm damage

As outlined by the Investigator, in considering this type of complaint, there are three questions we ask. If the answer to any of them is no, then we say it's reasonable for an insurer to decline a claim for storm damage.

Were storm conditions present on or around the date the damage is said to have happened?

Mr B and Miss T said they initially gave the wrong date for when the damage happened. But they quickly corrected this and told Accredited on 23 January 2024, that it happened on 20 January 2024 and this was when they discovered water entering their property. So, I've first considered whether there were storm conditions on this date.

The policy defines storm as : 'A period of violent weather defined as...a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55 mph...'

Weather records say that on the relevant date there were dry storm conditions with wind speeds of up to 51mph. Whilst I appreciate this is less than the 55mph stated in the policy terms, I think this sort of weather can reasonably be considered a storm. I'm therefore satisfied the weather conditions were such that there was a storm.

Is the damage consistent with damage caused by storm?

Mr B and Miss T said water entered their property through their bell tower, some tiles had slipped from the roof and gutters had been blown out of place, causing leaks.

Mr B and Miss T sent me videos of the gutters and roof. Although they do show leaks in the gutters, I don't think they show clearly enough that damage was caused to the gutters by a storm. I can't see from the videos that gutters were blown away, or out of place, which is the sort of damage I'd expect to see caused to gutters by storm force winds.

The videos do show some broken slates in one area of the roof, but I'm not persuaded this shows damage consistent with damage caused by a storm. I say this because I don't think it shows that storm force winds had blown the slates off the roof or caused a number of slates to slip. I'm also conscious that broken tiles were repaired on the roof before, in 2017, without evidence to show they were broken because of a storm.

Accredited's Surveyor didn't comment on the tiles and gutters, but from the pictures I've seen, there doesn't appear to be any evidence of slipped tiles, or evidence of storm damage to the gutters. Instead, the photos show there was moss or debris build up in the gutters, which I don't consider demonstrates damage caused by a storm.

For the reasons outlined above, I don't think the damage Mr B and Miss T reported to their gutters and roof is consistent with damage caused by a storm. So I don't think Accredited needs to take any further action in relation to that damage.

Mr B and Miss T did report water entering their property, but I don't think internal damage alone is typical of storm damage, unless there was evidence of damage caused externally by a storm, that led to this. I've therefore gone on to consider this below.

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

Accredited's Surveyor inspected the roof in February 2024. Given the damage which has occurred, a Surveyor is an appropriate expert able to comment on the likely cause of the damage.

I've reviewed the report and the photos taken. The Surveyor said there was no evidence of storm damage. The only damage they found was deterioration to the flashing, which they said was due to the failure of the flashing sealant. They said this wasn't caused by storm but was the result of wear and tear. This was further confirmed by Accredited's in house surveying team, who carried out a desktop review.

I've reviewed the photos the Surveyor took. I don't think they show storm damage to the flashing, or to any other part of the bell tower externally. I've not been able to open the loft video Mr B and Miss T sent us, but overall, because I haven't seen evidence of storm damage externally to the bell tower, I think it's more likely than not that the water ingress from that area was due to deterioration of the flashing, caused by failure of the flashing sealant.

So overall, I don't think the Surveyor's opinion that there was no evidence of storm related damage, was unreasonable.

Mr B and Miss T provided evidence from a contractor to show that work was done to the roof in 2017, that included fixing loose slates on the main roof, renewing broken slates and a new lead tray insert for the middle of the bell opening. But like the Investigator, I don't think this demonstrates the likely condition of the roof in January 2024, prior to the storm, given the time that has passed since the repairs were carried out.

Because I don't think the photos and videos show damage caused by storm, and because the Surveyor concluded there was no evidence of storm damage, I'm not persuaded storm was the cause of the damage or water ingress Mr B and Miss T reported.

For the reasons outlined above, I think Accredited acted fairly in declining Mr B and Miss T's claim for storm damage. So I don't think it's reasonable in the circumstances, to direct Accredited to carry out a further inspection.

In certain circumstances, damage such as what Mr B and Miss T have experienced may be covered under accidental damage cover. But accidental damage is an optional cover and Mr B and Miss T didn't take this out. So it was reasonable for Accredited to say the policy doesn't cover the damage.

Poor service and delays

Mr B and Miss T provided evidence of their communication with Accredited via its internal portal. Accredited hasn't provided evidence of the same, so I've relied on the evidence provided by Mr B and Miss T.

Mr B and Miss T said they had to wait till April 2024 to be given Accredited's decision to decline the claim. Accredited says the Surveyor would have communicated the decision in February 2024, but Mr B and Miss T continued to chase Accredited for its claim decision, up until April 2024, and Accredited told them it was being reviewed. I don't think Mr B and Miss T would have chased Accredited for its claim decision, if they'd already been told the claim was being declined.

Furthermore, I've listened to the call between Accredited and Mr B in April 2024. In this call, Mr B confirmed the Surveyor hadn't told them about the claim decision. And when the agent told Mr B, during this call, the claim was being declined, I think his surprise is quite evident. And I think this shows Mr B and Miss T were not aware the claim was going to be declined.

So on balance, I don't think Accredited's Surveyor communicated the claim decision in February 2024, and I think Mr B and Miss T had to wait till April 2024 to receive the decision. Despite what Accredited said about a surge in claims, I still don't think it met its duty under the rules to handle Mr B and Miss T's claim promptly. And I think the delay would have caused Mr B and Miss T avoidable distress and inconvenience.

Mr B and Miss T said the delays caused further damage. I've not seen evidence of further damage, or evidence to show the cost of repairs increased substantially as a result. Mr B and Miss T said they couldn't afford to have the required works done, and I can't see they'd arranged works shortly after the claim was declined in April 2024. I naturally have a lot of sympathy for their circumstances, but I don't think any further damage would have been prevented if Accredited had communicated its decision earlier.

I do think Accredited acted unfairly in referring to the incorrect date of loss in its complaint response, despite Mr B and Miss T having corrected this. And I think this would have caused them some frustration. And because I think Accredited's delay in communicating its decision would also have caused Mr B and Miss T distress and inconvenience, I think it should pay them £150 compensation.

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.

Accredited accepted my provisional decision. Mr B and Miss T didn't accept, and provided further comments. As this is an informal service, I'm not going to respond here to every point Mr B and Miss T made in response to the provisional decision. Instead, I've focused on those I consider to be key or central to the complaint. But I would like to reassure Mr B and Miss T that I've considered everything they've provided.

Mr B and Miss T said I made assumptions without reference to evidence. It's important to explain we aren't technical experts. Instead, we rely on the evidence provided by both parties. Where there is conflicting information, we consider which evidence is more persuasive, on balance, to reach an outcome which is fair and reasonable in all the circumstances. I've relied on the evidence provided by Mr B and Miss T, along with the evidence provided by Accredited. I referenced what I relied on, in my provisional decision.

Mr B and Miss T said there was a storm at the time of the claim. In my provisional decision, I said I was satisfied there were storm conditions at the time. Mr B and Miss T said the gutters were blown out of place by storm (leaking as a result). They also said they are happy to provide further photos of the roof. Accredited did take photos showing moss or debris build up in some gutters. This can cause leaks and I don't think this demonstrates damage caused by storm. The videos Mr B and Miss T provided don't show clearly enough that damage was caused to the gutters by storm – they don't show that gutters were blown away, or out of place. We asked Mr B and Miss T to send us any evidence they believe shows storm damage, and I reviewed what they provided in reaching my decision. If they obtain any further evidence, they can send this directly to Accredited for it to review.

Mr B and Miss T said the storm may have created slight movement on the tower which could allow water ingress behind the flashing. I've reviewed the photos the Surveyor took, and I'm not satisfied they show storm damage to the flashing, or to any other part of the bell tower externally. So I still think it's more likely than not that the water ingress from that area was due to the deterioration of the flashing, caused by the failure of the flashing sealant.

Mr B and Miss T said the seven years since work was last done to the roof is not a long time, and the roof was fully replaced in 2012. I consider the time that has passed since 2012, and since the last time work was done in 2017, to be sufficiently long enough that it doesn't demonstrate the likely condition of the roof in January 2024, prior to the storm.

Mr B and Miss T referenced a number of case studies from our website. We consider each complaint on its own merits. And having considered the information on Mr B and Miss T's complaint, I'm not persuaded storm was the cause of the damage or water ingress they reported. Mr B and Miss T referenced our approach to exclusions for wear and tear. But this would apply to any accidental damage claim, and I explained in my provisional decision that they didn't take out the optional accidental damage cover on their policy.

Mr B and Miss T are unhappy with the compensation I considered fair. I explained in my provisional decision in what way Accredited acted unfairly. Because I'm satisfied this would have caused Mr B and Miss T some frustration, distress and inconvenience, I consider £150 to be fair compensation in the circumstances.

For the reasons outlined above, I've come to the same conclusions as I did in my provisional decision.

My final decision

My final decision is that I partially uphold this complaint and require Accredited Insurance (Europe) Ltd to:

- Pay Mr B and Miss T £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss T to accept or reject my decision before 30 January 2025.

Monjur Alam
Ombudsman