

The complaint

Mr M complains that Accredited Insurance (Europe) Ltd (Accredited) unfairly declined a claim he made under his buildings insurance policy.

Reference to Accredited includes its agents and representatives.

What happened

Mr M held buildings insurance with Accredited.

In January 2024, Mr M noticed some roof tiles had been dislodged following recent bad weather, so he contacted Accredited to register a storm damage claim against the policy. Accredited inspected Mr M's home and originally accepted the claim. But later, after further consideration, it declined it. It said the roof needed maintenance and the damage was the result of mortar deterioration and wear and tear, which wasn't something covered under the policy.

Mr M complained about Accredited's claims decision as he felt he was being treated unfairly. Accredited acknowledged the way it handled the claim could have been better and it offered £100 in compensation for the trouble and upset it caused. But it maintained its position that the damage wasn't the result of a storm. Mr M remained unhappy and referred a complaint to this Service.

Our Investigator considered the complaint but didn't recommend it be upheld. He said Accredited had acted in line with the policy terms when it declined the claim. And the £100 it offered was fair compensation for the trouble it had caused. Mr M rejected our Investigators findings, so the complaint has been referred to me for a final decision.

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.

Mr M's policy provides cover for damage caused by a range of perils that might happen. These are specific one-off events that are listed within the policy, including damage caused by a storm. Accredited initially accepted the claim under the storm peril but soon after, changed its position and declined the claim. It said the damage to Mr M's roof is the result of 'wear and tear' and the storm simply highlighted already existing problems.

There are three conditions that need to be met before this Service would say a claim for storm damage should succeed. Those are:

- 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 that we generally see as storm damage?
- 3) Was the storm the main cause of the damage?

Mr M's policy defines storm as "*rainstorm, windstorm, hurricane, tornado, tempest, cyclone and typhoon...*"

Accredited seems to accept there were storm conditions present on or around the time the damage to Mr M's home was caused, noting windspeeds of 56mph. I think this constitutes a windstorm as per Accredited's definition of storm. Mr M reported dislodged roof tiles, which I think high force wind can do. So, I consider this sort of damage to be consistent with damage a storm typically causes.

However, in relation to the third question, I need to rely on the expert evidence to decide whether it's likely the storm was the main cause of the damage. In this case, there's two conflicting opinions from equally qualified surveyors, both of which were appointed by Accredited. Mr M hasn't arranged for any independent inspections, nor has he provided any comments from an equally qualified professional on the likely cause of the damage. So, in the absence of any third report as to the likely cause of the damage, in reaching my decision I need to decide which opinion given by Accredited I'm more persuaded by.

The surveyor who inspected Mr M's home appears to have completed a visual inspection before completing their report, which is accompanied by photographs of the damaged areas. The report doesn't go into too much detail as to why they believe the storm is the likely cause. Whilst I accept it was their professional opinion that the damage was due to storm conditions, they haven't provided any reasoning to explain that opinion.

The second surveyor's comments are more detailed. It was carried out as part of a desk-based review using the photos obtained by the first surveyor. They note moss growth covering Mr M's roof and explain "*as moss retains moisture, it can cause shingles to become soft, crack or lift, creating entry points for water and cause detrimental effects to pre exposed points of weakness (such as cracked tiles or mortar) ...*" They also say "*the breakdown of mortar on a hip tile is often not indicative of storm damage... mortar being a cement-based product, is susceptible to gradual degradation due to exposure to the elements, becoming brittle and cracking, which is a common occurrence in older roofs...*"

I've looked at the photos of the damage of Mr M's roof. These show a ridge tile and a single roof tile had moved. The ridge tile appears to have moss growth in and around the mortar. So, based on the comments of the surveyor, I'm persuaded on balance, the build-up of moss has led to cracking and the deterioration of the mortar, which has allowed the tile to become loose. As that seems to have happened over time, I don't think the damage is the result of a one-off storm event. Instead, I think the storm has simply highlighted the already existing issues with the roof.

The single roof tile doesn't appear to be securely fastened to the roof and has slipped out of place. It therefore seems more likely than not that the tile was already loose prior to the storm.

So based on what I've seen, I find the second surveyor's comments more persuasive. I think the images of the roof supported by the surveyors comments demonstrate that the roof and the mortar were in a worn state before the storm. Although the impact of the strong winds probably hastened its failure, I can't say the tiles would likely have stayed in place long term if the storm hadn't happened – or that the storm was likely the main cause of the damage. As a result, I'm satisfied it was fair for Accredited to decline the claim for storm damage to the roof.

Mr M's policy also includes cover for accidental damage. And it defines accidental damage as something "*sudden and unexpected...*" In this case, as I'm satisfied on balance, the

damage seems to have occurred overtime, and not suddenly, I don't think Accredited need to cover the claim under this section of cover.

Mr M has told us there's damage to the internal part of the property. But I can't see he raised this or made a claim under the policy for this damage. Therefore, it's not something I can consider as part of this decision. If Mr M wants to raise a claim for the internal damage as a result of the storm, he'll need to contact Accredited directly.

I sympathise with Mr M's complaint and the way Accredited dealt with the claim. It must have come as a shock and disappointment to be told the claim was covered and then, shortly after, to be told it wasn't. Accredited acknowledges the service it provided to Mr M was left wanting and it offered Mr M £100 in compensation for the trouble and upset caused.

Although Accredited failed to adequately manage Mr M's expectations on how it would deal with the claim, I think it quickly clarified things, and in my view, reached a fair and reasonable claims decision. So, I think the £100 compensation Accredited offered for the poor communication and the loss of expectation is fair and reasonable in the circumstances.

Overall, I think Accredited's reliance on the second surveyor's comments to decline the claim was fair and reasonable. I think the damage to the roof sustained more likely than not highlighted the pre-existing condition of the roof rather than being caused by storm. And as this pre-existing damage seems to be the result of wear and tear, which isn't something covered under the policy, it follows I don't think Accredited have unfairly declined the claim.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 April 2025.

Adam Travers
Ombudsman