

## **The complaint**

Mrs D has complained about Accredited Insurance (Europe) Ltd (AIEL)'s decision to reject a claim she made for storm damage under her home insurance policy.

Mrs D is being represented in her complaint.

## **What happened**

In May 2024 Mrs D made a claim for storm damage to guttering on her home. AIEL said Mrs D's policy excluded cover for damage caused by an escape of water from guttering. So it asked Mrs D to arrange for a contractor to inspect the guttering for a cause of damage and provide AIEL with the details in order to consider her claim.

Mrs D appointed a contractor to replace the guttering for £920. The contractor said it was possible storm winds had caused the damage to the guttering.

AIEL declined Mrs D's claim as it said the damage was caused by wear and tear and not an insured event.

In September 2024 AIEL maintained its decision but offered Mrs D £100 compensation for the distress and inconvenience caused by some poor communication. It had failed to reply to Mrs D's requests within its service level agreement times.

One of our Investigators didn't recommend the complaint should be upheld. He found AIEL had reasonably rejected the claim as the damage wasn't caused by an insured event. He thought the £100 compensation AIEL had offered was reasonable to resolve the complaint for some delay.

Mrs D 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.

When considering storm damage claims, we have a long standing approach. We ask three questions, which I can see AIEL considered when looking at Mrs D's claim. 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

Although AIEL found there were no storm conditions between January 2024 and May 2024, our Investigator checked local weather data and found there were high winds which met AIEL's definition of storm during this period. So the answer to the first question is 'yes'.

AIEL spoke to the contractor who carried out the guttering repairs to Mrs D's house as it wasn't clear that the cause of damage was due to storm conditions. The contractor told AIEL that the guttering was several years old, and described it as 'old, worn and brittle'.

I appreciate that AIEL's contractor visited Mrs D's property after the guttering had been replaced. But they found that there were signs water had been running down the outside wall for some time, so concluded that the damage had occurred gradually and not due to a one off event.

Mrs D's policy with AIEL says she must report damage to it as soon as reasonably practical. If this doesn't happen, there is a risk the claim may not be accepted.

Mrs D says she was dealing with family bereavements at the time, which I'm sorry to read. Mrs D said she told AIEL when she reported the damage that it had been caused by storm conditions in January 2024. However, AIEL provided a recording of the key call and this showed Mrs D didn't specify when the damage occurred: only that the water had been dripping from the gutter and it was likely this was due to recent stormy weather.

Mrs D's contractor said it was possible strong winds had lifted and twisted the guttering. But on further review - with the contractor's description of the condition of the existing guttering - and AIEL's contractor's findings, I find the answer to questions two and three to be 'no'. There isn't sufficient evidence to support that the damage is consistent with what a storm causes, or that storm was the main cause of damage.

AIEL, like other insurers, excludes cover for damage caused gradually due to wear and tear. Given the condition described of the guttering, I think AIEL's decision to reject Mrs D's claim was reached reasonably and in line with the policy.

There's no dispute that at times AIEL caused distress and inconvenience in failing to respond to Mrs D within its own agreed service level times. For this it has offered Mrs D £100 compensation, which I understand she has since accepted. I think this is fair and reasonable sum and in line with awards we give in similar cases.

I understand Mrs D will be disappointed with my decision. And I appreciate that she's unhappy that AIEL said no storm conditions occurred. But it doesn't change the outcome. Taking everything into account, I think AIEL has done enough to resolve her complaint. So I'm not asking it to do anymore.

### **My final decision**

For the reasons I've given above, 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 D to accept or reject my decision before 11 July 2025.

Geraldine Newbold  
**Ombudsman**