

The complaint

Mr and Mrs G have complained that Accredited Insurance (UK) Limited (“Accredited”) unfairly ignored their evidence and declined a claim they made under their home insurance policy.

What happened

In April 2024, Mr and Mrs G made a claim under their policy with Accredited, when they noticed cracking to their chimney. Accredited initially decided to avoid the policy (treating it as though it never existed) due to its construction type. Mr and Mrs G brought a complaint to this service at the time, which dealt with the avoidance of their policy. The decision to void the policy was overturned following this service’s involvement and Accredited was told to progress the claim in line with the terms of the policy.

Mr and Mrs G’s claim related to blown render and cracking damage to their home which they said was caused by a storm and lightning. Accredited considered the claim but declined it on the basis that the damage wasn’t caused by an insured peril. Accredited said the outer layer of the cob wall at the property (a structure made from a mixture of subsoil, clay and other aggregates) had collapsed leaving a flue liner exposed, and that its surveyor had noted cracking dating back to 2023 as there were images showing degradation of the chimney top, as well as images of cracking to the opposite gable end dating back to 2008. Accredited concluded that the damage was due to a failure over time as a result of faulty workmanship.

Mr and Mrs G complained as they didn’t agree with Accredited’s decision and said it ignored key evidence. Accredited issued its final response to Mr and Mrs G in January 2025. It said the claim had been considered under the subsidence section of the policy (which Mr and Mrs G dispute) and that both the surveyor that had attended to determine the cause of the damage, as well as the Chartered Loss Assessor, had concluded that there was no evidence of an insured peril occurring.

Mr and Mrs G said the final response letter contained several mistakes. They said the claim hadn’t been considered under the subsidence part of the policy and the letter didn’t address why Accredited had refused the claim without any evidence. So they referred their complaint to this service.

Our Investigator considered the complaint, but didn’t think it should be upheld. She said Accredited had considered the claim under both the subsidence and storm sections of the policy.

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.

As this is an informal service, I’m not going to respond here to every point raised or comment on every piece of evidence Mr and Mrs G and Accredited have provided. Instead, I’ve focused on those I consider to be key or central to the issue. But I would like to reassure

both parties that I have considered everything submitted. And having done so, I'm not upholding this complaint. I'll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the 'Insurance: Conduct of Business Sourcebook' (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. It should also settle claims promptly once settlement terms are agreed. I've kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

When making a claim on an insurance policy, it is for the insured – so in this case Mr and Mrs G – to demonstrate they've suffered a loss covered by the policy. If they can do so, then Accredited will need to accept the claim unless it can show it can fairly rely on a valid exclusion to decline it. In this case, based on the available evidence, I'm not satisfied Mr and Mrs G have shown that they have a valid claim.

Mr and Mrs G's policy provides cover for storm and lightning damage. A storm is defined in the policy as:

"A period of violent weather defined as:

- a. a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55 mph; or*
- b. torrential rain that falls at a rate of at least 25mm per hour; or*
- c. snow that falls to a depth of at least 30cm in 24 hours; or*
- d. hail so severe that it causes damage to hard surfaces or breaks glass."*

The policy also provides cover for subsidence, which is defined as *"Downward movement of the ground your buildings stand on that is not a result of settlement."*

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy. So while Mr and Mrs G believe their claim should be accepted, the damage would only be covered if it was caused by an insured peril. I appreciate Mr and Mrs G's strength of feeling that the lightning strikes and storm were the main cause of the damage, but I'm afraid that neither the weather reports nor the expert evidence supports their view.

To explain this further, when our service looks at a complaint about a storm claim, there are three predominant questions for us to consider:

1. Did storm conditions occur on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes? and
3. Were the storm conditions the main or dominant cause of the damage?

We're likely to uphold a complaint if the answers to all three questions is 'yes' and we're unlikely to uphold a complaint if the answer to any of the questions is 'no'. So I've considered what this means for Mr and Mrs G's complaint.

Do I agree that storm conditions occurred?

Using the resources this service has access to, I've checked the weather conditions around the time the damage was reported to have occurred in the vicinity of the insured property.

And I'm not persuaded that there were any storms as defined by the policy wording, leading up to and around the time the damage occurred. So as I've answered no to this question, I haven't gone on to consider the other questions, as the claim fails at this point.

I say this because the weather reports I have access to, and have reviewed, show that on or around the date of loss, there were no storms or lightning strikes near the insured address. The maximum recorded wind speeds were around 45mph according to the evidence Mr and Mrs G have provided, and there were no lightning strikes close enough to the property to be able to cause the damage I've seen.

From what I can see, which includes the evidence Mr and Mrs G have sent, there were two lightning strikes at the beginning of April 2024, but these were a considerable distance – over 40 miles – away from the insured property. There was another lightning strike at the end of March, but again this was recorded some 8 miles away from the property. The weather reports I've checked from 30 March specifically, as this is the date Mr and Mrs G have given as the date on which lightning was observed in the area, only show lightning strikes over 30 miles away from the insured property.

Whilst Mr and Mrs G strongly believe the damage was caused by lightning, the Chartered Loss Assessor's report doesn't support this and says there are no obvious signs of any valid insured peril operating. The loss assessor said that the weather conditions likely caused the failure of the wall due to the extra load of rain on an already defunct wall system, and that if lightning had been the cause of the damage there would've been scorch marks and bursting away of the render by the pressure of the steam created. I've found that explanation to be plausible and it seems consistent with the fact that there was no lightning in the immediate vicinity. And despite what Mr and Mrs G have said, I haven't seen the scorch marks I'd expect to see if the house was indeed struck – the marks on the property can be seen in earlier images so I'm not persuaded these are scorch marks.

I've not seen anything from Mr and Mrs G that would contradict the expert report. Whilst they've provided weather data and a lightning strike map, together with their commentary, these don't provide enough evidence of a valid claim. The lightning data they've given us shows strikes in the part of the country where the insured address is, but it doesn't provide any further clarification of the exact location of those strikes. And, as I've said, from what I've seen through other reports, they were too far away from the property to cause the reported damage.

Mr and Mrs G have said that lightning would indeed cause the type of damage they've seen here, but there was a delay of six days between when they've said the lightning would've struck, to when the crack was noticed and the wall collapsed. I think the damage would've occurred much more quickly if the wall had been struck by lightning, due to the intensity of the heat and the strength of the electrical surge. So I don't consider it unreasonable that Accredited concluded it unlikely that the damage to the wall or chimney was caused by lightning.

Accredited also considered Mr and Mrs G's claim under the subsidence section of the policy, as cracks to walls and render can often be a sign of downward movement of a property. But the reports I've seen concluded that the damage was a result of poor workmanship and not subsidence. And the policy cover excludes damage caused by poor workmanship. I've thought carefully about whether the information provided by Accredited's surveyor is plausible and persuasive and I think it is. The surveyor has said a lime plaster should've been used and a lime wash should've been applied annually to maintain the property, as these would've allowed the wall to shed water and to breathe. There's evidence therefore that the incorrect render was used at the property which trapped the moisture and caused the wall to expand, and which then disturbed the render.

So overall, I'm not persuaded that Accredited has unfairly concluded that there wasn't an insured peril. Or that the poor workmanship meant the damage would be excluded from cover. It follows therefore that I don't consider Accredited to have acted unreasonably by declining the claim, so whilst I'm sorry to disappoint Mr and Mrs G, I'm unable to uphold their complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 14 September 2025.

Ifrah Malik
Ombudsman