

The complaint

Mr and Mrs W complain that Accredited Insurance (Europe) Ltd (AI) has turned down a storm damage claim they made on their home insurance policy.

What happened

In December 2024, following strong winds, Mr and Mrs W noticed their roof had been damaged. They contacted AI to raise a claim. AI sent a surveyor who concluded the damage had been due to a gradually operating cause. AI declined the claim. Mr and Mrs W were unhappy and asked this service to look into their complaint.

Our investigator didn't uphold the complaint. He thought AI's decision to decline the claim was fair and reasonable. He didn't think the strong winds were the sole reason for the damage caused. Mr and Mrs W appealed. They still felt strongly that the damage was caused by the winds as their builder had confirmed the roof was in a good state of repair. As no agreement could be reached, the complaint has been passed to me to make 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether AI acted in line with these requirements when it declined to settle Mr and Mrs W's claim.

Having done so, and whilst I appreciate it'll come as a disappointment to Mr and Mrs W, I've reached the same outcome as our investigator for the same reasons.

At the outset I acknowledge that I've summarised their complaint in far less detail than Mr and Mrs W have, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As the investigator explained, when we look at complaints about storm damage, there are three questions that we need to ask:

- Were the storm conditions on or around the date of the claim?
- Is the damage consistent with storm damage?

- Were the storm conditions the main cause of the damage?

If the answer to any of these questions is 'no', then the claim won't succeed.

First, I've considered whether there were storm conditions on or around the date of the claim. AI's definition of a storm includes wind speeds of at least 55 mph. I've considered local weather reports from around the date of the claim. I can see that wind speeds significantly exceeded 55mph around the time the damage occurred. On this basis, I think the answer to the first question is 'yes'.

I'm also satisfied that damage to a roof is consistent with storm. And therefore, I also think the answer to the second question is 'yes'.

So, I now need to consider whether I think it was fair and reasonable for AI to conclude that the storm conditions merely highlighted pre-existing damage. The terms of Mr and Mrs W's policy with AI say that AI doesn't cover the following:

- Gradually operating causes
- Wear and tear

It's important I make it clear that I'm not a buildings expert. Therefore, in deciding whether I think AI turned down this claim fairly, I've had to weigh-up the available expert evidence to decide which I find most persuasive.

AI appointed a surveyor to visit Mr and Mrs W's property. The surveyor took photos of the roof and focused on the ridge and hip tiles. Their report says:

"When the surveyor inspected the main roof he observed that the damage was caused by deteriorated mortar works"

The surveyor concluded that the proximate (main) cause of the damage was natural breakdown. AI also stated:

"this deterioration had created gaps for wind to get under and also over a period of time freeze/thaw action has loosened the mortar".

Mr and Mrs W have also provided a builders' report. This states:

"After carrying out a drone inspection and survey of the customers roof ridge and hip tiles at [address]. It is our professional opinion that the damage was a direct result of the storm and the wind in excess of 55mph. The rest of the roof was found to be in a well maintained state."

It's clear that there is conflicting evidence about the main cause of the roof damage. I've carefully considered the evidence provided by both AI's surveyor and Mr and Mrs W's builder. In my view, this is a finely balanced case. However, having taken into account the photographs taken by the surveyor during their visit, it does appear that the mortar securing the tiles had degraded. I can also see that there was significant moss growth along the roof ridge. And the damage does appear to be consistent with wear and tear.

So, while I've carefully taken into account Mr and Mrs W's builders' report, on balance, I find the AI's evidence more persuasive and compelling. As such, I don't think it was unfair or unreasonable for AI to conclude that the main cause of the roof damage was wear and tear over time. And that therefore, Mr and Mrs W's roof damage claim was specifically excluded

from cover.

I'm very sorry that my decision doesn't bring Mr and Mrs W more welcome news at what I can see is a very difficult time for them. But in all the circumstances I don't find that AI has treated Mr and Mrs W unfairly, unreasonably, or contrary to the policy terms and conditions in declining the claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Accredited Insurance (Europe) Ltd to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 31 July 2025.

Anthony Mullins
Ombudsman