

The complaint

Ms B has complained that Accredited Insurance (Europe) Ltd ('Accredited') declined her claim for storm damage to her property under her home insurance policy. For the avoidance of doubt, the term 'Accredited' includes reference to its agents and representatives for the purposes of this final decision

What happened

Unfortunately, Mrs B noticed that water was leaking into her property in late 2024 and damaged a ceiling. Her home emergency insurers had carried out an emergency repair however a permanent fix was required. Mrs B reported the matter to Accredited as her home insurer at the relevant time. She also referred to a small 'patio' roof and said that since a storm, water was constantly leaking in. Accredited sent a surveyor to validate the claim and to take photographs of any external damage. It then sent a second surveyor who also inspected the interior of the property. Accredited ultimately declined Mrs B's claim as it didn't consider that the damage had been caused by a storm event, and considered that it was caused by wear and tear.

Mrs B considered that Accredited should cover the cost of repairs. She felt that Accredited's surveyors hadn't inspected her property properly. She complained that the claim was badly handled, and she challenged the validity of its investigation. She also felt that Accredited had been responsible for delays and poor communication. Accredited maintained its decision, however it did accept that it had been responsible for certain service failings, and it offered Mrs B £100 in compensation. Mrs B was unhappy with Accredited's response and she referred her complaint to this service.

The service's investigator didn't uphold Mrs B's complaint about Accredited's decision to decline her claim. She didn't consider that the definition of '*storm*' in the policy had been met in this case. She explained that the service always checked the highest recorded wind and rainfall levels in the relevant postcode area and not averages. As to service issues, she agreed with Mrs B that Accredited hadn't provided sufficient clarity about what was happening and when, and she partly upheld Mrs B's complaint as to Accredited's service failures. She recommended that it paid an additional sum of £100 in compensation.

Mrs B didn't accept the investigator's view. She considered that there had been '*serious procedural failings, factual inaccuracies, and breaches of legal, regulatory, and health obligations*'. She felt that £200 compensation wasn't proportionate for the emotional and physical impact caused. In the circumstances, the complaint has been referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine is whether Accredited applied the terms and conditions of the relevant policy in a fair and reasonable manner in declining Mrs B' claims. I'm satisfied

that it did act in a fair and reasonable manner. As to Accredited's acknowledged service failures, I'm satisfied that £200 would be fair and proportionate compensation for the distress and inconvenience caused by these particular failures. In reaching this decision I've also considered the submissions of the parties as summarised below.

I turn firstly to Mrs B's submissions. Mrs B said that Accredited had relied upon the reports of two surveyors; *'whose actions and evidence are unreliable'*. She said that the first surveyor attended without her consent and contrary to her stated availability. She said that the surveyor made *'physically impossible claims about roof access'*. She considered that he failed to carry out any close roof inspection, so the conclusions were based on incomplete observations. As to the second surveyor's visit, Mrs B said that he drilled into a bedroom ceiling without consent or warning and without a risk assessment, and with no follow-up asbestos test results provided, despite repeated requests. Mrs B felt that this posed a potential asbestos risk given the age and type of her property.

As to her claim for storm damage, Mrs B questioned the weather data source relied. She said the data related to a location 45 miles away from her postcode, and based on limited regional variations. She said that many areas within that radius experienced significant storm conditions on the relevant date which matched the policy definition of *'storm'*. She pointed to various sources including MET office data for the radius which showed wind gusts up to 75mph+ and rainfall exceeding 130mm in 24 hours, as well as *'widespread flooding, infrastructure damage, and multiple flood alerts...'* She said she submitted multiple local and regional newspaper reports about the storm impact along with photographic evidence.

Mrs B considered that the service's investigator had used a selective approach as to the data relied upon, and that Accredited's approach had been in direct contrast to that of her emergency home insurer. She said that the emergency contractor attended on the day of the reported storm, carried out a close physical inspection of the roof and completed a temporary repair. Mrs B felt that this implicitly confirmed that the damage met storm-related criteria.

As to the impact upon her of Accredited's actions, Mrs B felt that her documented health conditions hadn't been properly considered and that the handling of the case had a direct and significant effect on her health, safety, and wellbeing. She said that the emotional strain had been severe, and had exacerbated an underlying health condition. Finally, Mrs B listed the specific regulatory and legal breaches she felt had occurred in relation to her complaint.

As to documentary evidence, Mrs B supplied an 'evidence pack' which included health information, details of her work rota, weather data for the relevant period and photographs of the exterior of the property dating from 2014 and 2024. Mrs B stated that she'd had hoped to *'locate an invoice or written confirmation from the roofer who inspected and carried out work on my roof during the summer of 2024, prior to the storm damage'*. Unfortunately, Mrs B hadn't been able to find documentation but said she'd attached the roofer's contact details.

I now turn to Accredited's response to Mrs B's complaint. It explained that Mrs B's claim was considered under the storm section of her policy, however it wasn't designed to cover gradual causes such as wear and tear or loss or damage resulting from inadequate maintenance. It had checked the weather records in the days preceding the date when Mrs B identified damage; *'to determine whether any winds speeds or rainfall high enough to cause structural damage were experienced.'* It determined that there were no storm conditions that met the definition on or around the relevant date. It said that its surveyor completed an external inspection using roof pole cameras *'which showed no visible storm damage, with both the main roof and porch being inspected'*.

It concluded that the damage to Mrs B's property wasn't covered by her home insurance

policy. As to the visit, Accredited stated that appointments were based on surveyor and appointment availability. It said that the decision to attend was made to progress the claim as soon as possible within the available appointment slots. The surveyor had explained that as it was an end-of-terrace property and open on three sides, he hadn't thought it necessary to disturb Mrs B as he didn't need or go within the boundary of the property.

Accredited stated that following a second visit to the property by its surveyors, Mrs B was asked to provide evidence of the damage to the roof prior to emergency repairs being carried out at the property, however it stated that Mrs B was unable to supply these. It noted that; *'Without photographs of the damage prior to the repairs and there being no storm conditions recorded at the time, I am satisfied that on a balance of probabilities that the damage to your property has not been caused by a one-off storm event...'*

Finally, Accredited apologised for not sending a response to Mrs B's complaint sooner. In conclusion, it considered that the correct decision had been made to decline Mrs B's claim. However, it upheld Mrs B's complaint as to the time taken to respond to her complaint letter, and it offered a compensation payment of £100 in this respect.

As to documentary evidence, I've had sight of the two reports produced by Accredited's surveyors. The first was produced following an inspection on 29 November 2024 and recorded Mrs B's damage description of water having leaked into the front bedroom and there were now cracks in it. Her home emergency insurers had arranged a temporary fix to stop the water leaking in. In terms of availability, Mrs B gave the best time to contact her as she worked nights. The report recorded; *'No storm damage visible on any of the roof slopes'*, and it added that *'There is deterioration all over the roof including the chimney'*. Regarding the cause of the leak, the report stated, *'if it is not the flashing and chimney mortar then there must be a problem with the under felt'*. It also added *'This will have been getting in for a while'* and *'It has took time to soak through'*.

The second report was produced following an inspection on 20 January 2025. It noted that Mrs B advised the surveyor that *'during storms the chimney flashing became detached...'* It noted that the lead flashings to the chimney had been temporarily fitted but that the roofer had advised that these be pointed in properly to avoid further damage. It was requested that Mrs B provide photographs of the damage prior to repair. Finally, the report also referred to an asbestos test due to the type of ceiling.

I now turn to the reasons for my decision for not upholding the substantive complaint and partly upholding Mrs B's complaint in relation to Accredited's service failings. The starting point for complaints of this nature is the wording of the terms and conditions of the relevant policy as this forms the basis of the insurance contract between the customer and the insurer. Insurance policies unfortunately do not cover all eventualities and only cover damage caused by specific perils. Also, where professional reports are provided by parties, in the absence of robust evidence to the contrary, such reports will usually be persuasive in deciding the cause of damage.

The relevant extracts from Mrs B's home insurance policy are as follows. Damage caused by *'storm'* may be covered in principle. *'Storm'* is defined in the policy as follows; *'A period of violent weather...wind speeds with gusts of at least 48 knots (55 mph, equivalent to storm force 10 on the internationally recognised Beaufort Scale), or torrential rainfall at a rate of at least 25mm per hour...'* As to general exclusions within the policy, it states, *'You are not covered for: Loss or damage caused by wear and tear or any other gradual causes including costs that arise from the normal use, maintenance and upkeep of your buildings.'* It also states; *'It's your responsibility to keep your buildings and contents in a good condition'*.

In considering storm damage, our service has a three-step approach. The service firstly

considers whether storm conditions occurred on or around the date the damage was said to have happened. The second question is whether the damage claimed is consistent with damage a storm typically causes (and here, there's no reason to doubt that water damage to the ceiling of a property could be consistent with damage typically caused by a storm). The third question for determination is whether any established storm conditions were the main cause of the damage. However, all three questions need to be answered in the positive for the service to determine that storm damage has been established.

In this case, the investigator considered that the highest gust recorded on or around the date of the reported storm was 43mph, and the rainfall peaked at 4.8mm per hour, which was well below the policy thresholds. Mrs B however produced data to show that it reached 49.71mph but that there was no data in relation to a three-hour period. She said *'there is no way to confirm on a local or regional level if gusts did or did not reach 55mph'*. She did then refer to MET office data for the radius which she said showed wind gusts up to 75mph+ and rainfall exceeding 130mm in 24 hours. Mrs B said that street-level wind speed recordings weren't publicly available, weather stations record conditions at a regional level and that gust and damage can vary significantly over short distances, especially in built-up areas. Mrs B felt that the policy wording was therefore misapplied by an overly rigid approach and being held accountable for an evidentiary burden *'that wasn't contractually required'*.

Unfortunately for Mrs B, the relevant evidence produced by the parties, and taken as a whole, don't support the contention that the weather conditions met the policy definition of a storm on and around the date given by Mrs B for the incident. I'm therefore satisfied that, on the balance of probabilities, the damage wasn't caused by a storm, and that any poor weather at the time will merely have highlighted the pre-existing condition of the roof.

Even if storm conditions had been present on the relevant date in the location of Mrs B's property, again unfortunately for Mrs B, I'm satisfied that any such conditions weren't the cause of the damage at Mrs B's property. Accredited has produced two professional reports with photographic evidence. I appreciate that Mrs B wasn't happy with the way in which the first report was conducted, however the photographs do support Accredited's findings. Mrs B has been unable to provide the report of her emergency home insurer to evidence cause of damage or any photographic or physical evidence from them to show that chimney flashings had been blown off. Accredited had been unable to validate Mrs B's claim, as temporary repairs had already been carried out and no inspection could be carried out of the alleged damage, and no images or evidence were available of prior damage.

Whilst Mrs B has confirmed that some roof work had been carried out in the summer of 2024, on the balance of probabilities, I consider that the cause of the water leak was general wear and tear and the need for maintenance repairs. From the photographic evidence, the chimney and patio roof don't appear to be in the best state of repair. I note that Mrs B said that the emergency home insurers who attended on the day of the reported storm, carried out a close physical inspection of the roof and the work implicitly confirmed that the damage met storm-related criteria. However, as the emergency insurer's report hasn't been supplied, it's not possible to analyse the basis for the home emergency insurer's intervention.

I appreciate that this decision on the substantive issue will come as a great disappointment to Mrs B. I sympathise with her, as both the external roof and chimney repairs and the internal work to replace the cracked bedroom ceiling will no doubt come at a significant cost. I also appreciate that Mrs B has spent a great deal of time and energy in corresponding and in providing the 'evidence pack' to this service. However, I'm satisfied that Accredited fairly and reasonably declined her claim under the terms of her home insurance policy.

As for Accredited's acknowledged service failings, I agree that Accredited could have provided clearer and speedier communication to Mrs B. It should also have made it clear

that the first surveyor would be carrying out an unaccompanied visit and should have given the date and time of such visit. I'm satisfied however that total compensation of £200 is a fair and reasonable amount to reflect the inconvenience this will have caused. I don't award further compensation for any damage to the ceiling caused by Accredited, as this would be a necessary part of claim validation and the cracked ceiling will need to be attended to in any event. I do however expect Accredited to respond to Mrs B's queries as to whether asbestos testing was carried out and, indeed, to provide her with the results of such testing.

Finally, I appreciate that as Mrs B's received support from her home emergency insurers, this may well have led to an expectation that Accredited would similarly assist her. However, such third-party support doesn't bind another insurer. As above, I'm satisfied that on the available evidence, the relevant home insurance policy doesn't cover Mrs B in this instance. As to Mrs B's belief that Accredited had been responsible for multiple breaches of statute, breaches of her human rights and failure to have regard to her health needs, I've carefully considered all her submissions. However, they don't alter the findings on the central issue..

My final decision

For the reasons given above, I partly uphold Ms B's complaint, and I require Accredited Insurance (Europe) Ltd to pay Mrs B an additional sum of £100 in compensation for the distress and inconvenience caused, (making a total of £200).

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 10 December 2025.

Claire Jones
Ombudsman