

## **The complaint**

Mr P and Mrs P have complained that Accredited Insurance (Europe) Ltd ('Accredited') unfairly declined a claim under their home insurance policy.

As Mr P mainly seemed to deal with the claim and complaint, for ease, I will normally only refer to him.

## **What happened**

Mr P made a claim for storm damage to a skylight at his home. Accredited assessed the claim, including sending a surveyor. The surveyor said the storm had highlighted the conditions of an ageing property that had had little repair and maintenance. Accredited declined the claim because it said the storm wasn't the main cause of the damage.

When Mr P complained, Accredited didn't uphold the complaint. It said there were storm strength winds but the skylight's frame was rotten. It said rot and wear and tear weren't covered by the policy. So, it was satisfied it was reasonable to decline the claim.

Mr P complained to this Service. Our Investigator didn't uphold the complaint. She said there were storms around the time of the damage. However, the survey and Accredited's own assessment found that the property had gradually deteriorated and that this was the cause of the damage. She said it was reasonable for Accredited to decline the claim.

As Mr P didn't agree, the complaint was referred to me.

## **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 we look at a storm claim complaint, there are three main issues we consider:

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 damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

So, I've started by looking at weather conditions around the time the damage was found. I'm aware a key concern of Mr P's has been that he thinks Accredited misunderstood the date on which the damage happened. That's not my understanding and I will explain why.

The policy definition for a storm was:

*"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 55mph...*"

Accredited has provided this Service with the weather data it relied on to assess whether there was a storm. This showed that on 26 January 2025, the date on which Mr P said the damage happened, the highest recorded windspeed was 52mph. This didn't meet the policy definition for a storm. So, from what I've seen, Accredited looked at weather conditions on dates around that time and found that on 24 January there were maximum gusts of 58mph. This did meet the definition of storm speed winds, which is why it used that date when it said it accepted that there was a storm.

I'm aware Mr P has said there were windspeeds of 100mph that day. He provided a yellow weather warning for the UK that was issued by a weather service before the storm and covered the area where he lived. This said

*"Winds are likely to gust 50 to 60 mph quite widely, and around some exposed coasts and hills gusts to 70 mph are possible"*

Mr P also provided data from the weather service that provided an hourly breakdown for 26 January of the maximum gusts at what I understand to be two weather stations near where Mr P lives. I've looked at that data. At one weather station, the maximum gust was 49mph and at the other it was 42mph. So, both of these are below the policy definition for a storm and lower than the windspeeds Accredited identified. However, the point overall is that Accredited has accepted there was a storm and the windspeed wasn't the reason it declined the claim.

So, moving to the second question, I think a storm could cause damage to external parts of a property, although I think it's more unusual that it would damage a window, including by it being blown out, as seemed to happen here.

I've then looked at the third question, which is about whether the storm was the main cause of damage. Accredited's surveyor report said:

*"The property is an old [building previously used for another purpose] which was closed many years ago. Little has been done to the property since. The property is suffering from general wear and tear. Recent storms have highlighted the conditions of an ageing property which has had little repair and maintenance."*

Accredited also reviewed the damage in-house and said:

*"The [policyholder] has supplied photos of the skylight which shows rotten and split wooden framework. The rotten wood is discoloured and indicates this is general wear and tear to the framework."*

*The cast iron guttering shows rusting and the wood which the guttering was attached to has split."*

*Windspeeds on the day 52mph following the review the weather has highlighted pre existing wear and tear to the guttering and to the skylight."*

I've also looked at the window photo Accredited assessed and, from what I can see, this was consistent with its findings about the condition of the window. I also saw various photos of the rusted guttering and of its fixings, including the split wood.

Looking at the policy, this had general exclusions for gradual deterioration for both rot and wear and tear. So, I think it was fair that Accredited declined the claim and for it to decide the weather highlighted pre-existing issues. I don't think the evidence showed the main cause of damage was a one-off storm event.

So, having looked at what happened, I don't uphold this complaint or require Accredited to do anything else in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 28 November 2025.

Louise O'Sullivan  
**Ombudsman**