

The complaint

Mr A and Miss S have complained that Accredited Insurance (Europe) Ltd (AIEL) unfairly declined a claim they made for roof damage following a storm under their home insurance policy.

As Mr A is the lead complainant, I will refer to him on behalf of both Mr A and Miss S in my decision.

All reference to the insurer AIEL in my decision includes agents acting on its behalf when assessing the claim.

What happened

Mr A made a claim in December 2024 for water damage to various parts of their home caused by a named storm. AIEL declined the claim for the insured peril of storm. It dealt with their claim for internal damage and their conservatory under the insured peril of accidental damage. It rejected the claim for external damage to a chimney which Mr A said had been damaged by the storm. Mr A said this led to water leaking into their kitchen/diner.

Under a previous complaint, as part of the offer to resolve things, AIEL offered to review a quote Mr A had obtained from a roofer for the chimney damage. One of our Investigators passed AIEL's offer in full to Mr A. Mr A accepted the offer on 31 March 2025 and provided AIEL with a copy of the quote from the roofer.

On 11 April 2025 on reviewing the roofer's quote, AIEL told Mr A it maintained its decision to decline the claim for storm damage to the chimney. Mr A complained, but in May 2025 AIEL didn't uphold his complaint. AIEL said as the external damage was caused gradually through wear and tear, its decision to decline the claim was correct as damage caused in these circumstances is excluded under the policy.

In June 2025 Mr A brought a new complaint to this service. He said they were satisfied with AIEL's decision to meet their claim for internal damage and damage to the windows and conservatory. But Mr A wanted AIEL to reconsider their claim for storm damage to the chimney. Mr A says the chimney was watertight until the named storm and while there were signs of wear and tear, he says the cause of damage was the storm. He wanted AIEL to meet his entire claim as a storm damage claim.

One of our Investigators didn't recommend the complaint should be upheld.

Mr A disagrees. In summary he says;

- No water had leaked from the chimney before, despite a number of previous storms.
- Gradual wear and tear would result in gradual damage – not a sudden influx of water.
- A customer shouldn't have to prove a negative - that wear and tear did not cause the damage - when making a claim.

- We have ignored the fact that a Surveyor called Mr A on 29 May 2025 to arrange an inspection of the roof. Mr A says this was an unreasonable delay and by this time the roof repairs had been completed to mitigate further damage.
- Our approach means basically all roof claims would be declined unless it is catastrophic.

So the case has been passed to me 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.

We look at each case on its own merits. As the Investigator explained, when assessing storm damage claim complaints, we ask three questions. These are:

- Did a storm occur at the time the damage happened
- Was the damage consistent with what a storm would cause
- Was storm the dominant cause of damage.

If we find the answer to all three questions is 'yes' then we are likely to say the claim should be met. If we find one or more answers to be 'no' then it is unlikely we will find the claim should be met.

It is accepted that a storm occurred at the time of the damage. So the answer to the first question is 'yes.'

Photos of the chimney taken by a Surveyor appointed by AIEL in January 2025 show no signs of storm damage. The photos show signs of deterioration to the mortar, and moss is present.

The roofer's quote set out the following:

"Description of work:

- *Scaffolding.*
- *Rake out and repoint the chimney stack.*
- *Supply & fit new lead flashing.*
- *Remove deteriorated flaunching and set aside for reuse.*
- *Rebed chimney pots and re flaunch the top of the stack.*
- *Removal of all waste."*

It is for a customer to prove their claim, and for an insurer to reasonably show that an exclusion has been fairly applied.

From the available information, I find AIEL's decision to reject a claim for storm damage to the chimney and apply the exclusion for wear and tear as reasonable. There is evidence of a leak of water through the chimney to the kitchen/diner. The roofer's quote is for maintenance works and to remove deteriorated materials. Inevitably, where materials deteriorate due to wear and tear, there will be a first time for damage to reveal itself. The fact that a storm

highlighted an existing wear and tear issue doesn't mean the claim is valid as an insured peril.

An insurer provides cover for specified perils where the maintenance of a property is in otherwise good condition. In this case, Mr A needs to show that the insured peril was the dominant cause of the damage. I don't think the available evidence shows this. I find AIEL's decision that the storm highlighted an existing wear and tear issue to be reasonably proved. So I find the answer to the second and third questions to be 'no'.

I understand a Surveyor called Mr A to arrange a visit on 29 May 2025 and the discussion concluded that the roof repairs had been completed. So no visit took place. I appreciate that Mr A finds this instruction by AIEL was unreasonably late.

It's not clear to me why AIEL instructed a Surveyor to attend for a second visit as by 11 April 2025 it had reviewed the roofer's quote and maintained its decision. From a call between one of our Investigators and Mr A, the roofer was in the progress of completing repairs on 31 March 2025. So this doesn't change the outcome as it wasn't possible for a Surveyor to have inspected the chimney damage for a second time even if it had been instructed sooner. This is not a criticism of Mr A's actions as it was entirely reasonable for him to have arranged repairs. But I find the remaining available evidence is sufficient to show that AIEL acted reasonably in rejecting the claim for external damage due to a storm.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Miss S to accept or reject my decision before 26 February 2026.

Geraldine Newbold
Ombudsman