

The complaint

Mr M complained that Accredited Insurance (Europe) Ltd (“Accredited”) unfairly declined his claim for a storm damaged roof, and internal rainwater damage, under his home buildings insurance policy.

What happened

Mr M said that on 4 January 2025 his wife noticed damage due to water ingress in a room on the top floor of their home. He said he suspected the damage was caused during the named storm Darragh on 7 December 2024. Mr M said he and his wife were not at home at the time of this storm.

Mr M contacted Accredited to make a claim. It sent a surveyor to inspect the damage. The surveyor provided a report but didn’t have the necessary equipment to view the damaged area. A second inspection was arranged where equipment was available. Mr M said Accredited subsequently declined his claim on the basis that no storm conditions had occurred. Mr M didn’t think this was right and complained.

In its final complaint response Accredited included a table showing the weather data it had referred to. This showed wind speeds and rainfall fell outside its policy definition of a storm. Additionally, it referred to its surveyor’s findings that showed deterioration to a dormer window/flat roof. It said this deterioration took place gradually over time. Accredited said the damage hadn’t happened suddenly due to a one-off storm event. And that this type of damage was excluded from cover.

Accredited wrote to Mr M again in response to some concerns he’d raised. It apologised for the incorrect date on its complaint letter. It said it had now considered the weather records back to the beginning of December 2024. At the time of storm Darragh it reported wind speeds of 47mph and maximum hourly rainfall of 3.4mm. Accredited said this still didn’t meet its policy definition for a storm. And maintained that the damage wasn’t consistent with a storm.

Mr M didn’t think he’d been treated fairly by Accredited and referred the matter to our service. Our investigator didn’t uphold his complaint. He said the weather records he’d seen showed wind speeds up to 52mph had been recorded. There were also reports that storm Darragh had affected Mr M’s part of the country. But our investigator was more persuaded by Accredited’s surveyor that the damage resulted from deterioration to the dormer/flat roof that occurred gradually. He agreed with the business that there was no cover for Mr M’s loss under these circumstances.

Our investigator acknowledged the business had to arrange two inspections because the first surveyor didn’t have the correct equipment. But he said the decision it made was proved to be correct. So, he didn’t think this had an impact.

Mr M didn’t accept our investigator’s findings and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

I issued a provisional decision in September 2025 explaining that I was intending to partially uphold Mr M's complaint. Here's what I said:

provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so my intention is to uphold Mr M's complaint in part. Let me explain.

Mr M's claim is for storm damage. There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?*
- Is the damage claimed for consistent with damage a storm typically causes?*
- Were the storm conditions the main cause of damage?*

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at data from the closest weather station to Mr M's home. On 5 January 2025 when the damage was noticed and, in the days preceding this. This weather station is approximately six miles from Mr M's home. The maximum wind gusts recorded on 4 January were 52mph.

Mr M's policy defines a storm as:

"A period of violent weather defined as: a gale of Force 10 or above (as defined under the internationally recognised Beaufort scale) reaching wind speeds of at least 55mph; or torrential rain that falls at a rate of at least 25mm per hour".

The wind speeds recorded at the weather station closest to Mr M's home were slightly below Accredited's definition of a storm. But this doesn't show the conditions at the exact location of his property. Wind speeds were recorded close to the policy definition six miles from Mr M's home. So, I think it's reasonable to consider that storm conditions could have been experienced in that location, which met Accredited's definition of a storm. This means the answer to question one is yes.

Damage to a roof, and that caused by rainwater ingress is typical of damage a storm can cause. So, the answer to question two is also yes. The final point I need to be satisfied with is that the storm was the main, or underlying cause of the damage.

I've read the report provided by the first surveyor that visited Mr M's home. He said the roof appeared to be leaking from a rear dormer roof above a bedroom. But due to the height of the building, he was unable to inspect this area. The surveyor concluded there was nothing, when viewing the roof from ground level, to suggest storm damage had occurred. He said the fibre glass dormer roof appeared intact and there were no missing tiles. The surveyor also said no storm force winds were recorded on or around the reported loss date.

In his report the surveyor said the 'proximate cause' of the damage was likely to be a split dormer roof due to long term expansion and contraction. He said the exact cause of the damage can only be confirmed by a drone survey or a physical roof inspection. Based on the

internal damage the surveyor said the roof had been leaking for some time.

I can see from his report that the surveyor told Mr M he would need to pay for his own drone survey or physical roof inspection.

I've copied the comments provided by the second surveyor below:

"We took drone photographs and pics from the top level of the house out of the skylight window which clearly shows no evidence of storm damage. The damage to the property is from wear and tear on the dormer window flat roof / side of the roof which has allowed water to ingress the property and cause the damage. The damage internally in our opinion has been ongoing for a period of time and does not appear to be a one-off water ingress. The weather for the date of loss does not meet storm criteria either so we cannot approve the claim for storm peril."

Based on this evidence the underlying cause of the damage wasn't due to a storm. The surveyor thought this was most likely due to deterioration of the materials where the dormer meets the roof covering.

I've looked at the images taken by the surveyor's drone. This shows gaps where the roof tiles meet the dormer flat roof as well as down the side of the dormer adjacent to the roof. Vegetation can be seen growing in the gap where sections of mortar are missing. I think this reasonably supports Accredited's view that the damage has resulted from a gradual cause. It's also clear that there is no sign of storm damage, such as slipped or broken roof slates.

So, although I think it's likely that storm force winds were experienced around the time of Mr M's loss - the storm has merely highlighted an existing problem as opposed to being the underlying cause of the damage. Mr M's policy terms exclude any damage that results from a gradual cause. Based on this I'm satisfied the answer to question three is, no. This means Accredited can reasonably decline Mr M's claim.

I've thought about Mr M's concerns that the first surveyor didn't have the equipment needed to inspect the damage due to the height of the building. I can see that the surveyor had access to a five-meter-long camera pole. But clearly this didn't allow for any images of the top of the dormer to be taken. It would make sense when arranging the inspection for Accredited to ensure that its surveyor went equipped with the required tools. The surveyor couldn't ascertain the cause of the damage without sight of the affected area. He also wrongly identified a split in the flat roof as the source of the leak.

It's possible there could have been storm related damage to the flat roof area. So, I don't think the surveyor's comment about Mr M paying for a drone or physical roof inspection was reasonable. This clearly caused him frustration and inconvenience.

Accredited did arrange for a second inspection using a drone to take images of the roof. But this should have happened first time around. Because it didn't, and for the frustration and inconvenience this caused, I'm upholding Mr M's complaint in part. In these circumstances I think it's fair that the business pays him £100 compensation.

In summary, I'm sorry Mr M's home has sustained damage and that his policy won't cover the repairs. But I don't think Accredited treated him unfairly when it relied on its policy terms and declined his claim for the reasons it gave. So, other than the compensation I've recommended, I can't reasonably ask it to do anymore.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mr M didn't respond with any further comments or evidence for me to consider.

Accredited responded to say that it is not standard practice for its surveyors to carry drones. It said it doesn't think it's fair to say a drone should have been deployed as this is outside its normal procedure. The business explained that it arranged for a surveyor to return to reassure Mr M of its decision. Accredited asked that I reconsider my decision to award £100 compensation in light of this.

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.

Having done so I'm not persuaded that a change to my provisional findings is warranted. Let me explain.

In its response Accredited said it arranged for a further inspection of the damage to reassure Mr M of its decline decision. However, the first surveyor didn't inspect the top of the dormer flat roof as he wasn't equipped to view it. He assumed the damage was the result of the fibreglass roof having split due to expansion and contraction. But this wasn't the case.

As I explained in my provisional decision it would have been reasonable for the surveyor to go equipped to inspect the cause of the damage. Accredited was or should have been aware of the type of building it was inspecting, and that this involved a high roof. Mr M was told by its surveyor that he would need to pay for a physical inspection of the roof or a drone survey. But I don't think this was fair as the first surveyor hadn't inspected the damaged area adequately. He couldn't see all the areas where the damage could have occurred. So, he couldn't accurately confirm there was no storm damage.

For these reasons, and for the reasons set out in my provisional decision, I think it's fair that Accredited pays Mr M £100 compensation.

My final decision

My final decision is that I uphold Mr M's complaint in part. Accredited Insurance (Europe) Ltd should:

- pay Mr M £100 compensation for the frustration and inconvenience it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 November 2025.

Mike Waldron
Ombudsman