

The complaint

Ms H complained because Accredited Insurance (Europe) Ltd declined her buildings insurance claim for damage to her home.

What happened

Ms H made a claim under her home insurance policy for some damaged bricks on the outside wall of her home. In her complaint submission to us Ms H described the damage as bowing of the gable wall. Photos I've seen show part of the wall bulging outwards.

Accredited declined the claim as it didn't feel the damage was caused by storm. Ms H was unhappy with Accredited's decision so a complaint was raised. Having considered the complaint Accredited wrote to Ms H confirming its position. In summary, it remained of the view that storm wasn't the cause of the damage.

A few weeks later part of the wall collapsed. Ms H contacted Accredited and asked it to re-open the claim. She also appointed a structural surveyor to inspect the damage. Accredited didn't re-open the claim. It felt the structural surveyor's report supported its position that the damage wasn't due to storm.

What I provisionally decided – and why

I issued a provisional decision which explained why I didn't think the complaint should be upheld. The relevant parts of my provisional decision are detailed below and form part of my final decision.

The policy

- Ms H's policy provided cover for damage caused to her home by a range of insured events (often referred to as insured perils). These were listed in the policy booklet and included fire, storm, flood and theft. The policy only covered damage caused by a listed insured event – if damage was caused by something else it wasn't covered and Accredited had no liability.

The claim process

- The claim process is broken down into two phases. The first phase is for the policyholder to "prove their claim". What this means is the policyholder must show that the damage or loss they're claiming for was caused by an insured event. If the policyholder can't do this their claim will fail at this phase and the insurer doesn't need to do anything further.
- In some cases it's easy for a policyholder to prove their claim. For example, it should be easy to show damage caused by fire or by a major flood. But in other cases – eg subsidence damage – it's not so easy. So insurers will sometimes appoint a loss adjuster or other expert to investigate the matter and ascertain the cause of the damage. If an insurer does this it doesn't remove the requirement for the policyholder to prove their claim; it's simply that the insurer is helping them do so.

- The second phase is the insurer becoming liable for the claim unless it can show that a policy exclusion applies. The second phase only happens if the policyholder has proven their claim.

What did this mean for Ms H's claim?

- The onus was on Ms H in the first instance to show that the wall was damaged by one of the insured events listed in her policy. If she couldn't do this her claim wasn't covered and Accredited didn't need to do anything more.

Phase one – had it been shown that the damage was caused by an insured event?

- I'd seen three expert reports– from the surveyor Accredited appointed to inspect the damage; from the structural engineer Ms H appointed after Accredited declined the claim; and from another surveyor Accredited appointed to do a desktop review of the evidence – which gave an opinion on the cause of the damage.
- The first surveyor's report said:
 - Ms H noticed pointing had dislodged from the external stonework after high winds
 - the area of damage was where a chimney had previously been (it had been removed prior to Ms H moving into the property)
 - a large section of the mortar had detached/dislodged
 - there was no evidence of storm damage and the damage had occurred gradually.
- The structural engineer's report said:
 - it wasn't a coincidence the wall had collapsed where a chimney stack had previously been removed
 - the mortar beds were generally poor – there was loose and missing mortar in places
 - "the thrust generated by the roof pitch has generated sufficient lateral force to encourage lateral movement to the wall head, leading to collapse"
 - "the effects of previous cement based mortar repointing works and the continual degradation of stonework with the combination effects of lateral force being applied at the head of the wall (from the roof rafters) within the wall (mobile stone infill) and from applied wind forces, are all likely to have been encouraging gradual lateral movement over time, finally resulting in failure of the external facing".
- The second surveyor's report said:
 - the structural engineer's report suggested an ongoing process of normal degradation through age on a property with constructional issues and that the issues may have been introduced following the removal of previous chimney stack
 - the property displayed issues which became gradually worse through time with the effects of weather etc which exploited vulnerabilities in the construction
 - the structural engineer's report didn't support the idea that the damage was due to an insured peril.
- In my view, none of the reports identified or concluded that the damage – either the initial bulging of the wall or the wall's subsequent collapse – was caused by a listed insured

event/peril. On that basis, I wasn't persuaded Ms H had overcome the requirement to prove her claim. And, as Ms H hadn't proven her claim it failed at "phase one" of the claims process and Accredited wasn't required to do anything further.

Ms H's points

Ms H made various points that I addressed:

Ms H's point	My comments
The incident had been occurring from previous months and was potentially related to weather circumstances (with specific reference to the weather in March and April 2024)	In terms of weather the policy only provided cover for damage caused by storm; it didn't cover damage caused by bad weather or by 'weather circumstances' over an extended period of time.
The original surveyor didn't go into the loft as part of his investigation into the cause of the damage	I didn't think this affected the outcome of the complaint because irrespective of whether the surveyor went into the loft or not it remained that it hadn't been shown the damage was caused by an insured event.
Accredited ignored the subsequent collapse of the wall and the structural engineer's report and it didn't re-open the claim	Accredited's file notes said the report confirmed the damage wasn't caused by storm damage; I didn't think Accredited was under any obligation to re-open the claim because the report didn't confirm that the damage was caused by an insured event.
Accredited failed in its duty to protect her safety	Accredited's liability under the terms of the policy was to settle Ms H's claim if it could be shown that the damage was caused by an insured event; as that hadn't been shown Accredited wasn't required to do anything further.
Accredited didn't provide reasonable responses following its final review letter	Accredited confirmed to Ms H after receiving the structural engineer's report that it wasn't going to re-open the claim; as it had no liability to Ms H for the damage and as it had already confirmed its position in respect of the claim and complaint, I didn't think Accredited needed to correspond further.
The structural engineer referred to the removal of the chimney, which she feels is an insurable peril	The removal of the chimney isn't one of the listed insured events/perils in the policy.
The collapse was a rare event	This didn't mean the damage was covered by the policy
She couldn't have seen the problem or foreseen the issues	I didn't think this affected the outcome of the complaint because it didn't change the fact it hadn't been shown the damage was caused by an insured event.
Storm/wind was a factor identified by the structural engineer	Wind was referred to in the structural engineer's report but there was no conclusion that storm force wind was the main cause of the damage.
There should have been proper remediation	As it wasn't shown that the damage was

by Accredited due to the highly unusual nature of the collapse with massive forces of weight and wind/thrust from the rafters in the roof space	caused by an insured event (forces of weight and wind/thrust aren't insured events) Accredited had no obligation to provide any remediation.
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Summary

- For the reasons outlined above, I concluded that Accredited's decision to decline the claim was fair. This is because it hadn't been shown the damage was caused by an insured event, which in turn meant it hadn't been shown the damage was covered by the policy.

Responses to my provisional decision

I haven't received anything further from Accredited.

Ms H disagreed with my provisional decision. In summary, she felt I had misallocated the burden of proof, overlooked evidence of storm damage and failed to hold Accredited to its duty to investigate and assess alternative causes.

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.

I've considered Ms H's response to my provisional decision but it doesn't persuade me to change my mind.

Burden of proof

Ms H feels that the requirement for her to initially 'prove her claim' is contrary to the spirit of the policy and to the regulator's principle of treating customers fairly. She said that once an insurer appointed an expert it must engage in the fact-finding process rather than simply wait for the policyholder's evidence.

I can only repeat and summarise what I said in my provisional decision. For all claims of this nature it is a requirement in the first instance for the policyholder to show that the damage or loss they're claiming for was caused by an insured event. And if they cannot meet this requirement their claim will fail.

It doesn't matter how unusual the damage is, how catastrophic the event was or how complex/technical the situation is for a consumer to decipher – the burden remains on the policyholder to prove their claim in the first instance. That might mean a policyholder has to appoint their own expert to inspect the damage and report on the cause.

However, as I said in my provisional decision, insurers will sometimes appoint a loss adjuster or other expert to investigate the matter and ascertain the cause of the damage. But this doesn't mean the insurer is required to assess alternative causes of damage – it only needs to assess whether or not the cause of the damage was an insured event/peril.

It therefore remains my position that the overriding principle here is that:

- it was for Ms H in the first instance to prove her claim
- if she couldn't do that Accredited had no contractual liability for the repair costs

- if she could do that Accredited is liable for the repair costs unless it could show that a policy exclusion applied.

Overlooked evidence of storm

Ms H referred to data showing storm conditions being present and yellow weather warnings being in place around the time she noticed the initial and worsening damage.

When I consider storm damage complaints I ask three questions:

1. were storm conditions present on around the time the damage was caused?
2. was the damage akin to the type of damage storm would normally cause?
3. was the storm the dominant cause of the damage (as opposed to it simply highlighting an existing problem)?

The answer to all three questions has to be 'yes' if I'm going to make an insurer pay a claim. So, showing that storm conditions were present isn't enough on its own for Ms H to prove her claim.

In my view, Ms H's claim fails because:

- the damage to her home isn't the type of damage that storm normally causes – storm force wind doesn't cause mortar to come away from brick or stone work (usually the mortar has already deteriorated over time to the extent that the storm is the final straw) or cause an external wall to bow outwards
- it hasn't been shown that the storm conditions present were the dominant cause of the damage – as I outlined in my provisional decision, none of the experts concluded that the damage was caused by storm (or any other listed insured event/peril).

Procedural unfairness/incomplete investigation

Ms H feels that Accredited didn't take its responsibilities to her as a customer/policyholder seriously or followed the regulator's fairness principles.

There is an overarching obligation on Accredited to treat Ms H fairly. I'm satisfied it did so in its consideration of her claim. I've explained above and in my provisional decision the limit of Accredited's responsibilities in respect of its consideration of the claim, and I feel much of what Ms H expects it to have done falls outside of that limit.

Ms H referred to the first surveyor not doing a loft inspection and no-one visiting the site after the wall collapsed, and to the desktop review repeating the same narrow focus – compared to her structural engineer who visited the property on many occasions. She also pointed to comments her engineer made about the building being in a reasonable and maintained condition (albeit with deterioration in line with the building's age and construction), and about there being attempts made to rectify the wall before it collapsed.

The persuasiveness of expert reports is something I often have to consider – particularly when there are differing opinions. And the extensiveness of the investigations carried out might be a reason why I favour one expert's opinion over another's. But in this case there wasn't any differing opinion – irrespective of the investigation each expert did, none of them concluded that the damage was caused by storm (or any other listed insured event/peril).

Summary

For the reasons outlined above, I conclude that Accredited treated Ms H fairly when it declined her claim. This is because Ms H hadn't shown that the damage claimed for was caused by an event covered by the policy.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 8 December 2025.

Paul Daniel
Ombudsman