

The complaint

Mr C was unhappy his claim for storm damage to his property was declined by Accredited Insurance (Europe) Ltd (“AI”) under his home insurance policy.

What happened

Mr C made a claim to AI when strong winds caused damage to the roof of his property.

AI appointed a surveyor to review and validate the damage. Based upon the surveyor’s report, AI decided to decline the claim. AI said there wasn’t evidence of winds strong enough to meet its policy definition for a storm. AI also said the roof was in a poor condition, hadn’t been maintained and was gradually deteriorating.

Mr C disagrees the roof was in poor condition and doesn’t think AI has evidenced its findings, so he wants his claim settled in full.

Our investigator decided not to uphold the complaint. Whilst he thought there was evidence of storm force conditions, he thought AI had demonstrated it was likely the roof was damaged from a gradually operating cause, so thought it had declined the claim fairly in line with the policy terms. Mr C disagreed, so the case has been referred to an 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.

I made a provisional decision on this on 5 December 2025. I said:

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I’m likely to uphold the complaint if the answer to all three is ‘yes’. If the answer to one of the questions is ‘no’, I’m unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

AI said there wasn’t storm conditions at or around the date of the reported loss. AI said the highest wind speed recorded was 53mph, which didn’t meet the policy definition for a storm.

The policy defines a storm as *“a period of violent weather...as a gale...reaching wind speeds of at least 55mph”*.

Mr C has explained his property has a high elevation and he’s said the weather station recording the weather isn’t located at his house, so he thinks there needs to be some flexibility in determining whether a storm was present at the time of the reported loss.

I agree, I don't think it's an exact science. Our service thinks slight structural damage can occur at wind speeds lower than that stated in AI's policy definition. Therefore, I think it's fair to consider the next question.

Was the damage claimed for consistent with damage a storm typically causes?

Yes, I think so. I think strong winds could cause slates to be blown from a roof. This is consistent with the kind of damage I'd expect and what I'd refer to as slight structural damage. So, I'll move to the next question.

Were the storm conditions the main cause of the damage?

AI said the damage to the roof was primarily caused due to gradual deterioration and the storm had merely identified a pre-existing weakness.

The policy does include an exclusion, which states that AI will not cover *"any gradual or maintenance-related loss or damage"*. The policy goes on to *"loss or damage as a result of gradual causes including: wear and tear...gradual deterioration (whether you were aware of it or not)"*.

Therefore, if AI has shown that there was a pre-existing issue with the roof, then I'd say it has been fair in declining the claim. It's important to note, however, as AI has relied on an exclusion in the policy to decline the claim, the burden of proof lies with AI.

From reading through AI's final response letter, I can see the main reasons its cited for saying the roof had a pre-existing weakness was for two reasons:

- Missing mortar
- Nail fatigue and slipped tiles

I've looked at AI's (and its representatives) comments on these points and Mr C's viewpoint and supporting evidence.

AI had the claim reviewed by a field surveyor (FS) who took photographs of the damage from ground level. AI's in-house surveyor (IS) reviewed these findings and then a third surveyor (S) was also commissioned by AI to review the claim.

FS said: *"the claim for external loss should be declined because lack of maintenance /poor condition of the roof"*. FS provided a summary of the damage, explaining *"the property is a mid-terrace property with the original slate tiled roof from 1900, the roof is in poor order with clear evidence of nail fatigue and a lack of maintenance, although there was a weather event the underlying condition of the roof is the primary reason for the damage, and the claim is declined in full there are no internal contents or 3rd party issues at this time there was also no damage to adjoining properties"*.

IS supported FS' viewpoint, adding that satellite pictures of the property support there was missing mortar and tiles had slipped.

Mr C challenged AI's assessment, it said it hadn't proved nail fatigue, and he presented evidence of maintenance he'd had carried out on his property and referred to previous ombudsman decisions.

AI then instructed S to carry out a review of the file. Some comments are relevant to the claim, so I've tried to pull out the pertinent points.

S stated, *"it seems the ridge tiles had been repointed previously"* and *"the ridge tiles have that different coloured pointing and showing replacement of chimney flaunching"*. I find these

comments interesting, as I think it supports Mr C's position that he's maintained his house and is contrary to Al's viewpoint that Mr C hadn't maintained his property.

I've observed in photographs that an area of the ridge tiles has been repointed. I haven't seen Al comment on this. My layman's view would suggest this repair wasn't the best cosmetically, however, the repair looked recent and appeared solid. I've also seen photographs of Mr C having his chimney pot re-bedded. These suggest to me Mr C has tried to maintain his house when he's been aware of defects. Looking at the photographs of his house generally, I'd say it's in good condition.

S stated, *"none of the tiles remaining seem broken around nail holes as would be expected when ripped off in a storm. This strongly suggests that it is the nails that have failed"*. S continues to talk about the age and characteristics of the house, but without highlighting defects. S continued *"the fairly undamaged state of those tiles removed by wind strongly suggest it was the nails that failed, not the tiles"*. And *"there are clearly areas which have received the tile clips, a sign that some repairs have been carried out in the past. Introduction of tile clips in some areas is normally an indication that the pins used to fix those in place are rusting and coming to the end of their useful life. This condition is known as 'nail sick'"*. And *"I can only conclude that the overall evidence suggests the roof covering securing nails were well into the end portion of its useful life"*.

Mr C has rebutted S' viewpoint specifically in relation to the conclusion that nail fatigue was the cause of the damage. Mr C said:

"[S] did not enter my property, inspect within the loft or use a pole mounted camera to assess the roof. Photos from the ground would be insufficient to assess nails after the storm event".

"nail fatigue or 'nail sickness' is the term for natural deterioration of nails that fasten roof tiles or slates to the battens. This is often caused by rust and corrosion of older iron nails. The nails used in my roof are copper and those inspected are in perfect condition where I found them to be scattered on my garden following the storm event. Copper does not deteriorate in the manner that the chartered surveyor suggests and they would not be able to ascertain this from photographs. Also, they are making a totally incorrect assumption that the nails are corroded. I will go on to prove this later with photographic evidence".

"I have reviewed my photographs and none of the remaining tiles seem broken around nail holes as they have not been damaged by the storm. All slates levered upwards by wind conditions (suction effect of the storm) blew off the roof onto my garden. No evidence seen externally points to failing nails. In any case, as per my previous point in this email, it is not reasonable to expect a customer to replace nails that were obscured from view".

"Please see commentary later and my photographic evidence of my nails in good condition where found in my garden, holes in the battens as seen within the loft (where the slates have been levered off) and nails remaining within the battens where the slates have been ripped off in storm conditions. No surveyor has attended my property and been in the loft".

I think the arguments of Mr C are well reasoned and the photographs he's supplied support the observations and conclusions he's drawn. Whilst, I'd normally be persuaded by the expert views of a surveyor over a policyholder's testimony, I find Mr C's comments influencing.

When I consider what the surveyor has said, he's explained what might go wrong with nails fatigue as opposed to proving the damage was due this cause. The photographs Mr C has shared don't suggest the nails were corroded as S suggests they might be theoretically. I can see tiles snapped in areas other than the nail holes, which again contradicts what the S said. Taking a step back, I question if it was nail fatigue, why did only a small areas of the roof get damaged and not a larger section ?

I've considered that Mr C has tried to maintain his roof and property generally when he's been aware of issues. I'm not sure how he could've been aware the nails were fatigued, unless they started falling from his roof or he went up on his roof and started pulling tiles off which doesn't seem practical. I appreciate the policy states "*gradual deterioration (whether you were aware of it or not)*", but our service doesn't think it's fair to use this exclusion when it wouldn't have been reasonable for a policyholder to observe or spot this deterioration.

I can't be sure which version of events is the main cause here, but as the burden of proof lies with AI, and I don't think it has shown that it is more likely a gradual deterioration of the roof was the main cause of damage, I intend to uphold this complaint. I intend that AI settle the claim, in line with the remaining terms and conditions of the policy. As Mr C has incurred costs providing a temporary repair to his roof, I intend that AI reimburse these costs should Mr C be able to evidence what he's incurred in this exercise. Finally, as Mr C has experienced a delay in getting his claim resolved and this will undoubtedly have caused Mr C a period of distress and inconvenience, I intend that AI pay Mr C £300 in compensation. Mr C has been restricted from leaving his home for long periods due to his ongoing worry over further water leaking into his home.

Responses to my provisional decision

Mr C accepted my provisional decision, and he didn't have anything further to add.

AI rejected my provisional decision, and it provided further comments:

- AI said in images from June 2022 and July 2024, tiles can be observed to be falling from the roof. It said there was also "lead tingles" present, which it explained are used as a temporary repair when tiles are slipping.
- AI didn't believe maintenance had occurred as Mr C set out. It provided photos showing missing mortar on the ridge tiles of the house in 2022 and 2024. It said it hadn't seen the photos provided by Mr C and said it didn't think they could be relied upon.
- AI questioned why storm conditions could've damaged Mr C's roof, but not his neighbour's house.

My findings

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

Given AI said it hadn't seen the evidence provided by Mr C, I ensured this was shared. I explained to AI that I think the photo AI shared with me (re: the missing mortar) was of the front elevation of the house, whereas the damage claimed for was on the rear of the house. So, I asked for comments on this and I also ensured photographs were provided of the pointing Mr C had carried out.

Unfortunately, AI has not responded with any comments on the evidence Mr C has provided and it didn't respond with any comments to the observation I had made. Therefore, I've made my decision based upon the information I have.

The damage (lifted tiles) occurred to the back of Mr C's house, so I don't think the information AI has provided in relation to missing mortar at the front of the house is relevant in the damage that has been claimed for.

I've examined the photos provided by AI, where it said tiles could be observed to be falling from the roof. The photographs have been taken from quite a distance, and I don't think there is clear evidence of tiles falling in these photos. I think this is a photo of the front elevation of the property, whereas the damage claimed for was on the rear of the property. So, I don't think this is relevant to the loss claimed for.

Finally, AI has asked me to comment on why the neighbour's property wasn't damaged in the same storm. It isn't my remit to comment on this. My role is to comment on the evidence I have received in relation to the claim made.

To re-iterate what I said in my provisional decision, I can't be sure which version of events is the main cause here, but as the burden of proof lies with AI, and I don't think it has shown that it is more likely a gradual deterioration of the roof was the main cause of damage, I uphold this complaint.

My final decision

My final decision is that I uphold this complaint. I require Accredited Insurance (Europe) Ltd:

- settle the claim, in line with the remaining terms and conditions of the policy,
- reimburse the costs of the temporary repair should Mr C be able to evidence what he's incurred in this exercise,
- pay Mr C £300 in compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 24 February 2026.

Pete Averill
Ombudsman