

## **The complaint**

Mr C complains about the response of Accredited Insurance (Europe) Ltd ('Accredited') to his home insurance claim.

Some of Mr C's dissatisfaction relates to the actions of agents that were acting on behalf of Accredited. As Accredited are the underwriters of this policy and they've accepted responsibility for their agent's actions, any reference to Accredited in this decision should be interpreted as covering the actions of their agents.

## **What happened**

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties. Instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Following a named storm (Darragh) on 7 December 2024, Mr C notified Accredited of damage to his property. The damage was to his roof and internal damage because of water ingress. The claim was accepted and Accredited arranged for a surveyor to visit the property shortly afterwards. This appointment didn't take place on that date and a new appointment was booked for 30 December 2024. To mitigate further damage, Mr C took the decision to appoint a repairer.

Accredited declined the claim. Several reasons were initially provided for this, including that they couldn't determine the condition of the roof pre-loss event. Mr C raised a complaint.

Accredited didn't uphold the complaint and said that an insured peril (storm) hadn't occurred. They also said Mr C had prejudiced their position when having repairs carried out as there was limited evidence to determine policy liability. They further said that the policy didn't cover losses caused by gradual wear and tear or a lack of maintenance.

Mr C referred his complaint to our Service for an independent review. Our Investigator recommended that the complaint be upheld. As the dispute remains unresolved, it was referred to me for a decision.

I recently sent both parties a copy of my provisional decision. As the deadline for responses has now passed, I've considered the complaint for a final decision.

## **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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

In my decision, I'll be considering whether Accredited have fairly considered this claim before declining it in line with the policy terms and the service provided when responding to

the claim.

### *Responses to the provisional decision*

Only Mr C responded to the provisional decision. I've carefully considered his further responses via phone, email and testimony from his roofer. In summary:

- Mr C clarified that the side of the roof covering facing downwards was the black side, (as seen in photos) and it wasn't deteriorating. His roofer has said *"The side stuck to the timber deck is the smooth black side of the felt roof. The silver side is silver reflective paint designed to protect the felt from harmful UV rays that can damage felt without this."*
- The roof covering was in a good condition, with the only crack being a diagonal one, which occurred when the felt landed on the ground. There was no water ingress prior to the storm.

I've carefully considered the additional responses, but they don't materially change the outcome I'd previously set out. Therefore, my previous findings form the basis of this, my final decision.

Our Service has a well-established approach to storm damage claims which I'll be following when considering this complaint. More details can be found here <https://www.financial-ombudsman.org.uk/businesses/complaints-deal/insurance/home-buildings-insurance/storm-damage> In summary:

- Did storm conditions occur on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with what we generally see as storm damage?
- Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?

*Did storm conditions occur on or around the date the damage is said to have happened?*

Initially, Accredited said the wind speeds recorded didn't meet the policy definition for a storm. Accredited will be aware of the approach our Service takes to these types of complaints and the range of factors we consider. Overall, I'm satisfied that the strength of wind that might be associated with a storm was in effect when this loss occurred.

Therefore, the answer to this question is 'yes'.

*Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?*

Accredited have said online photos from 2022 show issues with the mortar that secured the ridge tiles, flat felt roofs are highly unlikely to become detached if they are in good condition, but if wind gusts get under them through cracks etc, resultant damage can occur. They also said the flat roof showed signs of cracking and wear and tear and the storm conditions simply highlighted existing deterioration issues that had occurred over time.

Mr C, on the other hand, has said this damage was caused by a one-off storm event. He'd moved into the property in 2021 and hadn't had any issues with the roof. His roofer has provided a report which commented on the condition of the roof.

On balance, I find that Accredited's position – the storm highlighted pre-existing issues with the roof that had occurred gradually, to be fair and reasonable. I say this because:

- Although the 2022 Google image shows a relatively moss free roof, I find Accredited's position that there are signs of potential mortar deterioration near the ridge tiles where the main damage occurred to be reasonable. I've also considered the comparable image from 10 years previous.
- The roof wasn't new and I note Mr C's comments about its' lifespan, but I also haven't been presented with any persuasive evidence - such as a homebuyer's survey that might shed light on the condition of the flat roof, pre-loss.
- Mr C has clarified the black side will be what was in contact with the building, and the light grey side is what would have been external facing.

This is relevant, as the felt covering that has blown off shows visible cracks and deterioration. There's clear signs particularly towards the edges, of cracking and moss/algae growth. The recent image that Mr C has provided of the part of the roof that didn't come off, appears in much better condition than the section that has been blown off.

There can be no doubt that Storm Darragh contributed to the damage here. But that's not the test. For Accredited to be able to fairly rely on the gradual causes policy term to decline the claim, they need to show that the proximate cause was not the wind strength.

Proximate cause means doesn't mean the last cause, it means the dominant, effective or efficient cause of the loss/damage. On balance, I find that because of the evidence in this complaint, Accredited have shown they can fairly rely on the proximate cause to be gradual causes/deterioration over time rather than the damage being caused by a one-off storm event.

#### *Service provided*

Our Investigator recommended that Accredited pay Mr C £100 for service failings when responding to the claim.

I find that this doesn't go far enough to recognise their failings and the impact on Mr C. I find that Accredited need to pay Mr C a total of £200 for these main reasons:

- The initial surveyor's appointment didn't take place and it seems Mr C wasn't informed that it wouldn't be going ahead. Whilst this caused avoidable frustration for Mr C, the impact was then compounded by Accredited's actions afterwards.
- Their surveyor concluded: "*As the flat roof covering has been replaced, the pre-loss condition cannot be determined. Given the lack of pre loss condition evidence the claim has been repudiated.*" But I find that if the appointment had happened when it was meant to - Accredited would've been able to view the damaged roof.

Mr C has said (and Accredited confirmed) that he uploaded photos taken by his contractor pre-repair, following a request from Accredited on 9th December 2024. If these were available to Accredited by the time the survey did take place (30 December), it's unclear why there is further reference to there not being evidence of the damage that occurred pre-repair.

In their final response letter, Accredited said Mr C's actions prejudiced their position. I disagree, and find that Accredited had an adequate opportunity to arrange a survey prior to the repair. Given the water ingress, I find it was reasonable of Mr C to take mitigating action

to prevent further damage.

In addition, during a phone call with Accredited on 9 December 2024, Mr C was clearly told he could go ahead with his own repairer, but to retain evidence of the damage that had occurred. I can understand why this has caused avoidable distress and inconvenience for Mr C when he was then told afterward his actions had prejudiced the claim.

In summary, I currently intend to find that Accredited's reasons for ultimately declining the claim (gradual causes) to be fair and reasonable. But, the service provided (primarily communication issues) whilst reaching that outcome has caused Mr C avoidable distress and inconvenience. I find that Accredited have failed to treat Mr C fairly with the service they provided.

#### *Other relevant points*

Initially Mr C reported damage to a neighbour's van linked to the damage to his roof. Accredited have said:

*"...this would not be recoverable under [Mr C's] home insurance policy and would have been referred to their own vehicle insurer. However, I would point out that the outcome of that claim is irrelevant as the damage sustained to the vehicle is impact and not storm damage..."*

I consider that position fair.

I've also considered if any other part of this contract of insurance ought to have responded to this claim. Having reviewed Mr C's insurance schedule, it doesn't appear that he had accidental damage cover, but even in a scenario where he did, as I've found that Accredited can decline the claim (due to gradual causes/wear and tear) - the claim would also fail under accidental damage cover.

I've considered if home emergency cover could've responded to this claim event to prevent further damage occurring to Mr C's property, but Accredited have confirmed that Mr C didn't have this level of cover underwritten by them as part of this policy.

#### *Summary*

On balance, I find that Accredited have fairly declined this claim in line with the policy terms.

But Accredited will need to pay Mr C a total of £200 to recognise avoidable service failings when reaching their claim decline position.

My intended decision will no doubt disappoint Mr C – particularly as our Investigator had recommended that the complaint be upheld, but having independently and impartially considered all the evidence I find this to be the fair and reasonable outcome in this complaint.

#### **Putting things right**

Accredited Insurance (Europe) Ltd need to pay Mr C a total of £200 compensation to recognise avoidable service failings when responding to this claim.

#### **My final decision**

My final decision is that I partially uphold this complaint. Subject to Mr C responding to

accept the final decision before the deadline set below, I direct Accredited Insurance (Europe) Ltd to follow my direction as set out under the heading *'Putting things right'*.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 27 February 2026.

Daniel O'Shea  
**Ombudsman**