

The complaint

Mr and Mrs A complained that their claim for storm damage was unfairly declined under their home insurance policy with Accredited Insurance (Europe) Ltd ("AI").

What happened

Following a storm Mr and Mrs A made a claim on their policy. Ridge tiles on the top part of the house and porch lifted with many of them also coming loose.

AI appointed a surveyor to validate and review the claim but based upon the surveyor's report and photographic evidence AI decided to decline the claim. AI agreed there was a storm at the time of the reported incident. However, it said the damage was more likely caused by wear and tear which was excluded by the policy.

Mr and Mrs A were unhappy with this outcome, as they said their roof was in good condition, having been installed in 2015 with the porch being re-tiled in 2019. They've asked for their claim to be settled in full.

Our investigator decided not to uphold the complaint. Based upon the evidence presented he thought AI had made a fair decision. He didn't think the storm was the main cause of damage, he thought AI had been reasonable to conclude the damage was caused by wear and tear. Mr and Mrs A 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.

When our service looks at a storm claim, there are three questions to 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 accepted that storm conditions were present at the time of the reported incident. So, I will move on to the next question.

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

I think a storm of the force reported by Mr and Mrs A could dislodge tiles or blow them from the roof. Therefore, I would say the damage claimed for is consistent with damage a storm typically causes.

So, I've considered the next question.

Were the storm conditions the main cause of the damage?

AI said wear and tear was the main cause of the damage – so I have checked the surveyor's report to see if it supports AI's conclusion. The surveyor said *"the ridge was inspected and although at first glance it seems ok we can see the cement is a poor mix and has de-bonded from the roof. The ridge tiles are not stuck down to the roof, and this is why they have come off. We can see on other parts of the ridge that the cement is missing. The full ridge needs renewing. This is due to age and not an insured peril"*.

When Mr and Mrs A complained, I can see that AI did a further review of the evidence. An in-house surveyor provided a second opinion. I think this was a reasonable approach. He said *"Clearly evidence of the mortar crumbling and deteriorating which has happened over time but also due to weather over time. Mortar crumbles from the freeze and thaw event but this happens over time and not as a one-off event"*.

I have reviewed the photos that the surveyor took to support his findings. There are several good quality photos to show the condition of the roof. I think the surveyors' commentary is consistent with what I can see in the photos.

I can see two separate ridges on the main roof – one appears to be undamaged, and I can see a consistently thick layer of cement bonding the ridge tiles to the roof. However, on the other ridge the bonding seems thinner and is showing signs of deterioration around the edges. Some mortar is missing between tiles. I think it's likely the standard of bonding has led to the damage on the one ridge, as the ridge that appears well bonded seems undamaged.

I've also seen a view of a separate ridge which seems lower than the main roof, so I'm assuming this is the porch. Here the tiles don't appear to be fixed consistently, maybe due to some repairs having taken place over time. The tiles are uneven in height, with different quantities of mortar under each one. I think it's likely this could've accelerated the deterioration of the bonding on these tiles.

Therefore, I think AI has been fair in concluding the main cause of the damage was due to wear and tear. I think it's likely the damage was caused by a gradual deterioration to the bonding of the roof tiles and the storm merely highlighted this pre-existing condition. This is what the surveyor observed. I think AI has been reasonable to conclude the storm wasn't the main cause of damage.

I've checked the policy and there is a general exclusion on page 17 that states *"any gradual or maintenance-related loss or damage"* isn't covered by the policy. I think AI has fairly declined the claim for damage to the roof – as wear and tear / gradual damage is excluded from the policy.

I haven't seen any further expert independent reports provided that contradict AI's findings, so I think the conclusions reached on this claim are fair. So, as I don't think AI has done anything wrong, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Accredited Insurance (Europe) Ltd to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 15 August 2023.

Pete Averill
Ombudsman