

The complaint

Mr and Mrs D complain that Accredited Insurance (Europe) Ltd has turned down a storm damage claim they made on a home insurance policy.

What happened

The background to this complaint is well-known to both parties. So I've set out a summary of what I think are the key events.

In February 2023, following storm winds, Mr and Mrs D noticed that their roof had been damaged. Ridge tiles had been blown off; along with their dry verge. And their drainpipe had been dislodged. They said too that their guttering had been damaged. So they made a claim on their policy.

Accredited appointed a surveyor to attend Mr and Mrs D's property. The surveyor concluded that the damage had been down to a gradually operating cause, which was specifically excluded by the policy terms. So Accredited turned down Mr and Mrs D's claim.

Mr and Mrs D were unhappy with Accredited's decision and so they asked us to look into their complaint.

Our investigator didn't think Mr and Mrs D's complaint should be upheld. She felt it had been fair and reasonable for Accredited to rely on the surveyor's opinion to turn down Mr and Mrs D's claim.

Mr and Mrs D disagreed. They provided new evidence from two building companies which stated that the roof damage had been caused by high winds.

But the investigator still felt that the surveyor's opinion was persuasive evidence that the cause of the roof damage had been gradually operating. And so she still thought it had been fair for Accredited to turn down the claim.

Remaining unhappy with the investigator's assessment, Mr and Mrs D asked for an ombudsman to consider their complaint. I've summarised their responses to the investigator. They felt the investigator had placed weight on an incomplete surveyor's report, which hadn't taken into account all of the damage which had occurred during the storm. They questioned why the expert opinions of the builders who had inspected all of the damage had been dismissed. And they maintained that the failure of the ridge tiles was unrelated to the dry verge and guttering at the back of their property.

The complaint's been passed to me to decide. Accredited has had an opportunity to review and comment on the builders' reports and Mr and Mrs D's submissions ahead of this decision being made.

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, whilst I'm very sorry to disappoint Mr and Mrs D, I don't think it was unfair for Accredited to turn down their claim and I'll explain why.

I'd like to reassure Mr and Mrs D that while I've summarised the background to their complaint, I've carefully considered all they've said and sent us. In this decision though, I haven't commented on each point they've made and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of the policy and the available evidence, to decide whether I think Accredited treated Mr and Mrs D fairly.

As the investigator explained, when we look at complaints about storm damage, there are three questions that we need to ask:

- Were there storm conditions on or around the date of the claim?
- Is the damage consistent with storm damage?
- Were the storm conditions the main cause of the damage?

If the answer to any of these questions is 'no', then the claim won't succeed.

First, I've considered whether there were storm conditions on or around the date of the claim. Accredited's definition of a storm includes wind speeds of at least 55 mph. I've considered local weather reports from around the date of the claim. I can see that wind speeds significantly exceeded 55mph around the time the damage occurred. On this basis, I think the answer to the first question is 'yes'.

I'm also satisfied that damage to a roof is consistent with storm. And therefore, I also think the answer to the second question is 'yes'.

So I now need to consider whether I think it was fair and reasonable for Accredited to conclude that the storm conditions merely highlighted pre-existing damage. The terms of Mr and Mrs D's contract with Accredited say that Accredited doesn't cover the following:

'Any gradual or maintenance-related loss or damage

Loss or damage as a result of gradual causes including:

- *Wear and tear...*
- *Gradual deterioration whether you were aware of it or not.'*

It's important I make it clear that I'm not a buildings expert. Therefore, in deciding whether I think Accredited turned down this claim fairly, I've necessarily had to weigh-up the available expert evidence to decide which I find most persuasive.

Accredited appointed a surveyor to visit Mr and Mrs D's property. The surveyor took photos of the roof and focused on the ridge tiles. Their report says:

'The customer has advised that during the recent poor weather conditions 2no ridge tiles and 2no verge sections have fallen from the roof. They have retained the verge but the ridge tiles have smashed...

Main Roof On inspection of the roof no evidence of any storm related damage was noted. The two ridge tiles that have fallen have failed due to the long term degradation of the bonding and pointing material. This has progressively become perished leaving the ridge tiles loose. The poor weather has highlighted the poor pre existing condition.'

The surveyor concluded that the proximate (main) cause of the damage was natural breakdown.

Accredited's in-house surveying team also reviewed the surveyor's report, along with the photos they took during their visit and agreed with the conclusions reached by the surveyor.

On the other hand, Mr and Mrs D have provided two builders' reports. The first was dated 31 October 2023 and states:

'Looks like storm damage ridge normally doesn't come off unless it's taken off manually or high winds the dry verge looks like the wind has caught it [sic]'

The second report is dated 7 November 2023 and says:

'Roof report due to excessive winds

On my visit to the above address, I reported that 2 no Ridge tiles have been dislodged by the winds along with dry verge system, also damage to gutter.'

It's clear that there is conflicting evidence about the main cause of the roof damage. I've carefully considered the evidence provided by both Accredited's surveyor and Mr and Mrs D's builders. In my view, this is a finely balanced case. However, having taken into account the photographs taken by the surveyor during their visit, it does appear that the cement and pointing securing the ridge tiles had degraded. I can also see that there was significant moss growth along the roof ridge. And the damage does appear to be consistent with wear and tear. I'm also mindful that the surveyor has provided some detail around the cause of the damage which I think is supported by the photos.

The surveyor says that they were only told about damage to the front of the property, which was the reason why they didn't inspect the gutter or dry verge. I think this is a plausible and persuasive explanation as to why the gutter and dry verge weren't assessed as part of the inspection. Nonetheless, they've said that as the verge came down at the same time as the roof tiles, it would also have been excluded from cover. And one of the builder's reports indicates that the downpipe was a 'two-minute job', as the pipe just needed to be pushed into place.

So while I've carefully taken into account Mr and Mrs D's builders' reports, on balance, I find the surveyor's evidence more persuasive and compelling. As such, I don't think it was unfair or unreasonable for Accredited to rely on the surveyor's evidence to conclude that the main cause of the roof damage was wear and tear over time. And that therefore, Mr and Mrs D's roof damage claim was specifically excluded from cover.

Accredited has told us that if Mr and Mrs D are able to provide further evidence in support of their claim, it will reassess it. It's open to Mr and Mrs D to obtain new specialist evidence should they wish to do so and to send it to Accredited for its consideration. If they're unhappy with the outcome of any further review of their claim, they may be able to make a new complaint about that issue alone.

Overall, whilst I sympathise with Mr and Mrs D's position, I don't find Accredited acted unfairly when it turned down their claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 19 January 2024.

Lisa Barham
Ombudsman