

The complaint

Mrs B complains that Accredited Insurance (Europe) Limited has declined a claim she made under her home insurance policy.

What happened

Mrs B made a claim to Accredited after discovering a significant water ingress to her property on her return from a trip away. She says there were storm conditions during this time, and that her neighbours reported hearing a loud bang on the evening of 31 October 2022, which they say could have been a lightning strike.

Ultimately Accredited declined the claim. It noted there were storm conditions at or around the time, but it didn't think this was the dominant cause of damage to Mrs B's property. Instead, Accredited said the storms had highlighted existing wear and tear issues with her chimney and roof, and these issues were the dominant cause of the damage.

Unhappy with Accredited's position, Mrs B approached this service.

One of our investigators looked into things, but she didn't think the complaint should be upheld. She agreed that the dominant cause of damage appeared to be wear and tear, rather than a lightning strike or storm related damage.

Mrs B didn't agree, so as no agreement could be reached, the case was passed to me to decide.

I was minded to reach the same outcome as our investigator. But because my reasoning was slightly more detailed, and different in places, I issued a provisional decision to give the parties the opportunity to respond before I reached my final decision. Here's what I said:

"What I've provisionally 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, and whilst I appreciate it will come as a disappointment to Mrs B, I've reached the same overall outcome as our investigator. However, my reasons for doing so are different in places, and I've also gone into some additional detail. So, I'm issuing a provisional decision to give the parties the opportunity to respond to my provisional conclusions before I reach my final decision.

But firstly, I'll explain that while Mrs B has brought her complaint to us through a representative, I'll only refer to Mrs B by name in this provisional decision, even when referring to evidence or arguments put forward by her representative.

Secondly, I should explain that I don't intend on commenting on every individual point which has been raised throughout the claim and complaint. Instead, I'll focus on the key points which are important in me reaching my provisional decision. I don't mean this as a discourtesy, instead it reflects the informal nature of this service, and my role within it. But I'd like to reassure both parties that I've considered all the information they've provided when reaching my provisional decision.

Lightning

Mrs B's policy provides cover for damage caused by lightning.

I've checked weather reports from around the time the damage was reported, and these suggest that there was lightning in the area on 1 November 2022. However, other than a few slipped tiles, I've seen no significant areas of damage to Mrs B's roof which could be considered consistent with damage caused when lightning strikes a roof.

Had there been a lightning strike, I would expect to see much more significant damage wherever the point of impact was. But I'm unable to identify any part of the property which appears to have suffered such damage. In addition, Mrs B herself has accepted that nobody witnessed lightning striking her property and 1 November 2022, which is when the weather records show there was lightning, is after the loud bang which was reported.

So, taking the above into account, I'm not persuaded that there is sufficient evidence of a lightning strike for the damage to be covered under this section of the policy.

Storm damage

Mrs B's policy also provides cover for damage caused by storm, with my added emphasis on the exclusion Accredited is seeking to rely on:

"Storm

We will cover loss or damage caused by storm.

- *We don't cover:*
 - a. *loss or damage caused by frost;*
 - b. *loss or damage to drives, patios, footpaths, terraces, gates, fences and hedges unless your home has been damaged at the same time and by the same cause;*
 - c. *loss or damage to radio and television aerials or satellite dishes, and their fittings and masts;*
 - d. *loss or damage to swimming pools, fixed hot tubs and their fixtures, fittings, covers, enclosures and accessories; and*
 - e. **anything that happens gradually.**

Properties are designed to withstand all but the most extreme weather conditions. Damage caused by normal weather conditions is not covered by this policy, as normal weather conditions should not cause damage to a well-maintained property."

And 'storm' is defined in the policy as:

“Storm

A period of violent weather defined as:

- a. a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55 mph; or*
- b. torrential rain that falls at a rate of at least 25mm per hour; or*
- c. snow that falls to a depth of at least 30cm in 24 hours; or*
- d. hail so severe that it causes damage to hard surfaces or breaks glass”*

When our service considers complaints about storm damage claims, we take into account the following questions, and if any of the answers are no then it's likely a claim won't succeed:

- Were there storm conditions?*
- Is the damage consistent with storm type damage?*
- Was the storm the main or dominant cause of the damage?*

Accredited doesn't dispute there were storm conditions. But for completeness, I've also checked the weather records myself for the time. I think there were storm conditions at the time, so I've gone on to consider the next two questions.

There are some slipped tiles on the roof and there has been significant water ingress around the gable end of the property. Damage like this is consistent with damage typically caused during storms, so this potentially satisfies question two.

Accredited has declined Mrs B's claim on the basis that her roof and chimney were showing significant signs of pre-existing gradual damage, which isn't covered under the policy, and which it says are more likely the dominant cause of damage. This means its arguing that the answer to question three is no.

Mrs B says there is no evidence of any prior damage internally, because there has never been any. So, she says there is a clearly identifiable storm event which has caused the damage to her property.

In situations like this, where the evidence is incomplete or contradictory, I'll make my decision on the balance of probabilities. That is, what do I think is more likely than not, given the evidence which is available.

I've considered the available photos and expert evidence, notably Accredited's surveyor's report and the comments and quotations Mrs B obtained from various roofing contractors. Having done so, and while I appreciate this will come as a disappointment to Mrs B, I think the decision Accredited have reached on the claim was fair and reasonable. I'll explain why.

Accredited's surveyor's report contains the following statements/findings:

“The very wet areas are on the gable end and in close proximity to the chimney.”

“Ingress of water would appear to be around the chimney which is in need of maintenance with worn render and paint. The ingress of water could be due to penetrating rains through the render and around the base of the chimney. The mono-pitched roof above the study/office was old. Although some tiles had slipped this is probably due to nail fatigues (sic).”

"All building materials with (sic) degrade over time and eventually fail. Proper and timely maintenance does help prolong the life of any building materials. It is a strong probability that the majority of the ingress of water is due to the chimney on the gable. The render and paintwork on the chimney is in need of maintenance work and possible replacement. The roof above the study/office is old as is the flashing. Recent storms have merely highlighted pre-existing issues."

I appreciate Mrs B is unhappy that the language in the report is non-committal and instead uses terms like "probably", "could be" and "strong probability". But as explained, I don't need to be persuaded that the surveyor's conclusions 100% correct, just that his conclusions are more likely than the damage claimed for being caused by a single, identifiable storm event.

I've thought carefully about the surveyor's report, alongside the photos which have been provided and the roofers quotes provided by Mrs B. In my view the available photos clearly show significant gradual deterioration to the chimney area, in the form of cracking and worn paint and render, as well as a large open space at the base of the chimney where it appears flashing is missing.

Mrs B's own roofers' quotations also support this as they stipulate the following works are required:

- "1. To supply access to the chimney*
- 2. To prepare chimney for flaunching*
- 3. To flaunch the top of the chimney with waterproof mortar*
- 4. To apply clear waterproof sealant spray to the chimney*
- 5. To supply and install new leadwork at the base of the chimney using code 4 lead."*

Taking all of the above into account, I'm satisfied that the dominant cause of the internal water ingress to the dining room and bedroom was most likely the gradual deterioration of the chimney and surrounding render/flashing, which was highlighted by the storm, rather than the storm being the dominant cause of damage.

In terms of the damage to the mono-pitched lower roof, and the internal water ingress to the study, Mrs B has disputed the surveyor's conclusions that the roof is old and that slipped tiles were caused by nail fatigue. She says the roof is only 18 years old which is not old in roofing terms, and that the type of tiles on the roof are interlocking and so nail fatigue is extremely unlikely. This latter point has been supported by comments from a roofer.

I accept Mrs B's position on both points, i.e., that 18 years is not particularly old for a roof and that Accredited have not sufficiently evidenced that nail fatigue is most likely a factor. But based on all the available evidence, I'm still persuaded that gradual deterioration is the dominant cause of damage.

I say this because while 18 years isn't particularly old for a roof, the rate of gradual deterioration can be sped up by other factors, such as location. And both Mrs B and the surveyor have commented that the property is in an exposed location on high ground, and subject to high winds. A lack of regular maintenance can also impact the lifespan of roofing materials and given the condition of the chimney render and flashing, and the prevalence of moss on the roof tiles, on balance, I think it's unlikely that the roof has been regularly maintained.

Accredited has also pointed to a broken tile, and a patch repair, on the roof as evidence that the materials had begun to fail, although Mrs B says these were caused by the storm and the patch repair carried out afterwards.

In any event, the evidence I find most persuasive on this point comes from a combination of Accredited's surveyor's report and the roofers' quotes provided by Mrs B. The surveyor's report highlighted the flashing on the lower roof was old, and the following quotes were made by some of Mrs B's roofers:

- "3. To prepare join where lower roof meets gable*
- 4. To supply and install new leadwork to seal the joint"*

and

- "Remove lead flashing from lean to roof and replace with new*
- Replace broken roof tiles*
- Rake out failed mortar on verge and replace with new"*

The above suggests to me that the flashing between the pitched roof and gable had most likely failed and required replacing. This failed flashing would likely result in water ingress to the study beneath the roof. And likewise, I think above suggests that the overall condition of the roof and mortar was likely the cause, or at least a contributory factor, to the damaged/slipped tiles. I think issues like this, when considered against the apparent lack of regular maintenance and the exposed location of the property, support that the damage most likely happened gradually over time, and was highlighted by the storm in question, rather the damage having happened solely as a result of a one-off storm event.

Taking all the above into account, I'm persuaded, on the balance of probabilities, that the dominant cause of damage to the roof, and interior, of Mrs B's property was most likely gradual deterioration, which is excluded under the policy terms. It therefore follows that I think Accredited's decision to decline to cover the damage under the "Storm" section of the policy, was in line with the terms and conditions and was fair and reasonable in the circumstances.

I've also considered whether any part of the damage to Mrs B's home, such as the interior water ingress, could be covered under any other section of her policy, such as the accidental damage extension to cover. However, Mrs B's policy doesn't include this optional cover.

However, I note that Mrs B does have the optional accidental damage to contents cover included with her policy. And I can see that she has previously mentioned that some of her contents were damaged by the water ingress, in addition to the building. I can't see that Accredited has ever considered or reached a decision on a claim for any damaged contents. So, if Mrs B wishes to pursue a claim for damaged contents, under the accidental damage to contents extension, I'd expect Accredited to consider it. Should Mrs B be unhappy with the decision it reaches on this potential claim, she'll be able to raise a new complaint with Accredited about that, which she can then refer to our service as a new complaint, subject to our normal rules, if she remains unhappy.

Mrs B is also unhappy that Accredited automatically renewed her policy, and took payment for the premium, despite her making it clear in her complaint letter that she didn't want to renew her policy.

The above issue took place after Mrs B's complaint about the claim had already been answered by Accredited and referred to our service, and so is a separate issue to the complaint I'm considering here. I'm unable to consider the renewal issue as part of this complaint.

Should Mrs B remain unhappy about the renewal issue, and the way Accredited has responded to it, she should raise a new complaint with Accredited in the first instance. Should she then remain unhappy with any final response she receives, she'll be able to refer those concerns to our service as a new complaint, subject to our normal rules."

I asked both parties to provide any further comments or evidence they wanted me to consider before I reached my final decision.

Accredited responded to confirm it accepted my provisional conclusions.

Mrs B responded setting out her dissatisfaction with both our investigator's assessment and my provisional decision. In summary, she said:

- We've not been impartial and have simply sided with Accredited because they are the insurer.
- She feels she has shared enough evidence to show that the damage happened suddenly as a result of the storm as opposed to happening gradually.
- Given that the evidence is incomplete or contradictory, as I stated, we should have considered her suggestion of a compromise settlement, rather than concluding that the insurer was right and allowing it to fully decline the claim.
- Our investigator mistakenly said there was no rain on the date in question and that there was cover for lightning in the policy, and we haven't acknowledged these errors.
- In terms of a potential future claim for damage to her contents, it's not her fault that Accredited didn't read her complaint letter. She doesn't want to deal with Accredited, or our service, ever again.

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 also carefully considered the responses to my provisional decision. But having done so, my conclusions remain unchanged. I'll explain why.

I'm sorry to hear that Mrs B doesn't feel that our service has been impartial in our consideration of her complaint. This seems to be because she feels a compromise should have been considered or awarded given the lack of complete certainty as to the cause of damage to her property.

As explained in my provisional decision, our service decides complaints on the balance of probabilities. We don't need evidence to be 100% conclusive, we just need to be persuaded that one side's position or version of events is more likely than the others.

If I'd been unable to conclude that wear and tear was more likely than storm damage, in Mrs B's case, then I may have considered that a compromise would be fair and reasonable. But as I explained, in detail, in my provisional decision, I found that the weight of available expert evidence was sufficient to persuade me that dominant cause of damage was wear and tear (gradual damage) which was merely highlighted by the storm, rather than the storm itself being the main or dominant cause of damage. Nothing in Mrs B's response has persuaded me to change my conclusions here. So, I remain of the view that Accredited's decision to decline the claim, in its entirety, was fair and reasonable.

In terms of our investigator having made mistakes, it might be helpful to explain that an ombudsman's decision is completely independent of what's gone before it. My role was to look again at all the facts and come to my own conclusions independently of what the investigator said. This is why I made no specific comment as to whether those statements made by the investigator were correct or incorrect. But I did set out in my provisional decision that I accepted there were storm conditions and that Mrs B's policy covered her for damage caused by lightning.

As set out in my provisional decision, I can see that Mrs B did mention some damage to contents early in the claim. But it doesn't appear this was ever bottomed out or considered as part of the overall claim. For example, I can't see that a list of damaged contents, or any supporting evidence, was shared with or obtained by Accredited at the time. And crucially, this issue wasn't considered as part of the complaint by Accredited, or commented on in its final response letter, which is why I'm not able to consider this issue as part of this complaint. I can appreciate Mrs B's disappointment with the outcome to this complaint, but if she wants an answer on the contents element, she'll need to raise a new complaint with Accredited, before referring the complaint to this service if she remains unhappy – subject to our usual rules and timescales.

To summarise, I don't agree that there is sufficient evidence to demonstrate that the storm was the dominant cause of damage. Instead, I'm persuaded on balance that the damage was most likely the result of wear and tear, which is excluded under the policy terms. So, I remain of the view that Accredited's decision to decline the claim, in its entirety, was in line with the policy terms and was fair and reasonable in all the circumstances.

My final decision

For the reasons I've explained above, and in my provisional decision, I'm not upholding Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 25 October 2023.

Adam Golding
Ombudsman