

## **The complaint**

Mrs V and Mr V complain about Accredited Insurance (Europe) Limited (“Accredited Insurance”) for declining their claim for damage to their roof. They want Accredited Insurance to settle their claim and pay them compensation for their distress and inconvenience.

## **What happened**

Mrs V and Mr V’s home was built in the mid-1980s and they insured it with Accredited Insurance. The attic space is converted and used as a bedroom.

In Summer 2022, during exceptionally heavy rains, water began leaking through the attic ceiling. There was a covering on the ceiling and this began to fill with water, making it bow.

Mrs V and Mr V submitted a claim to Accredited Insurance, believing that the storm rain had damaged their roof. They also engaged a roofing contractor to begin repairs.

While the roofing contractor was removing tiles, part of the attic ceiling collapsed, leaving a hole in the roof.

Accredited Insurance sent an assessor to look at the damage. He attended while the roofers were working on repairs and did not go onto the roof to inspect it. He took some photographs of the property and of materials being removed from the roof and he asked questions of both Mrs V and Mr V and of the roofing contractors.

The assessor then prepared a report, in which he concluded that the damage was not caused by a storm but was due to natural breakdown of materials.

Relying on this, Accredited Insurance declined Mr V and Mrs V’s claim.

Mrs V and Mr V complained to Accredited Insurance. They pointed to their roofing contractor’s conclusion that the damage was storm damage and raised concerns about the assessor’s conduct and impartiality.

Accredited Insurance responded, not upholding their complaint and maintaining its decision to decline the claim. It argued that the conditions were not of a storm and that the damage was not caused by a storm but was damage which occurred gradually over time.

Mrs V and Mr V were not happy and contacted us. Our investigator looked into this matter and did not recommend that the complaint be upheld. They set out the questions we consider when looking at storm claims and how they had applied these. They concluded that it was not unreasonable of Accredited Insurance to determine that the storm was not the main cause of the damage, and the damage was mainly due to gradual deterioration.

Mrs V and Mr V did not accept that view and asked for an ombudsman decision. They provided evidence that the conditions at the time were of very heavy rains and that these met the policy definition of a storm.

I made some further enquiries of the parties and issued a provisional decision in respect of this matter in August 2023.

In that provisional decision I explained that I agreed with the investigator's conclusions, but for additional reasons. That provisional decision has been shared with the parties and they have been invited to comment or to provide further evidence.

Neither of the parties has provided any response to the provisional 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.

As no further evidence or arguments have been received in response to my provisional decision, I remain of the view set out in that decision. I therefore adopt my provisional decision and reasons as my final decision, and I do not uphold Mrs V and Mr V's complaint.

### **My final decision**

For the reasons given in my provisional decision I do not uphold Mrs V and Mr V's complaint and I do not ask Accredited Insurance (Europe) Ltd to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V and Mr V to accept or reject my decision before 17 October 2023.

Laura Garvin-Smith  
**Ombudsman**