

The complaint

Mrs E has complained about the refusal of a claim under her buildings insurance policy with Accredited Insurance (Europe) Ltd.

Accredited are the underwriters of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims on its behalf. As Accredited has accepted it is accountable for the actions of the agent, in my decision, any reference to Accredited includes the actions of the agents.

Mrs E has also been represented in this complaint but again for ease, I will refer only to Mrs E in this decision.

What happened

On 17 November 2022, Mrs E contacted Accredited to report that there was water leaking into her property, which had caused damage to her lounge ceiling.

She advised through the online portal the same day that she had instructed a roofer to fix the roof.

Accredited responded the same day to say it would need a report and photos of the affected areas, taken before the repairs are completed, to ensure the claim was not prejudiced.

Mrs E went ahead and had the roof mended. She wants Accredited to reimburse those costs (£660 plus £360) and repair the internal damage.

Accredited sent its surveyor out on 9 December 2022 to inspect the property. He said there was no damage visible to the roof and no photos provided to him of the roof before it was repaired. The surveyor said there was not enough evidence that the leak was caused by a one-off storm event, which is what is required by the policy.

In January 2023, Mrs E provided a photo of the roof that she said as taken before the repairs but Accredited said this did not show any obvious broken or slipped tiles that would be consistent with storm damage. Accredited said Mrs E had told it she had a video showing the damage to the roof but this had not been provided to it. Accredited therefore refused the claim. It also said there was no cover for the internal repairs if there was no storm, as there is no cover for accidental damage under Mrs E's policy.

Mrs E brought her complaint to this service. She says:

- she had to log it as a storm damage claim on the insurance portal, as there was no option for water ingress. If she'd been able to speak to someone rather than log the claim online, she could have explained that.
- She had to get the roof repaired, there was no option of a temporary repair.
- She is certain she added accidental damage cover to the policy when she took it out but Accredited says it has no recording of this call.
- The surveyor was biased and just provided a report to support Accredited's refusal of the claim.

One of our Investigators looked into the matter. She recommended that the complaint be upheld, as she was satisfied that there was a storm around the time of the damage and the damage to Mrs E's property was consistent with storm damage.

Accredited did not accept the Investigator's assessment, so the matter was passed to me. I issued a provisional decision on the matter in October 2023. I did not think the complaint should be upheld, as I was not satisfied there was enough evidence the problem with Mrs E's roof was caused by a storm. I have set out the main parts of my provisional decision below:

"Mrs E's policy provides cover for damage caused to her building as a result of a number of different specified events. The section of the policy most relevant to this claim is the one which covers damage caused by storm. It says:

"Storm

We will cover loss or damage caused by storm.

We do not cover...

d. 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 the policy, as normal weather should not cause damage to a well-maintained property."

There is no section of cover for water ingress into a property, unless the water was able to enter the property as a result of a storm. So the storm will have needed to have been the cause of damage to the roof, which has then resulted in water ingress to the property for there to be cover under the policy. The policy does not cover ordinary wear and tear to the roof, or any other roof problems that are not caused by a storm.

Storm is defined in the policy as gale force winds higher than force 10 and rainfall of more than 25mm per hour.

I have seen evidence of rain over 25 mm per hour in mid-November 2022. However, rain on its own would not normally cause damage to a roof. I have not seen any evidence of winds higher than gale force 10 around the time Mrs E noticed the ingress of water.

However, even if there had been gale force 10 winds, there would need to also be evidence that this had caused damage to the roof.

I have considered the report from the roofer. He said on 7 October 2022 – so well over a month before the claim was made - he was called out as Mrs E had found a brown water stain on her lounge ceiling. He attended on 10 November 2022 and carried out some repairs to the roof.

The roofer said he was called again on 16 November 2022 to say there was still a leak so he went out again on 18 November 2022 to do some more repairs. He says he *“explained ... that the reason for the water ingress was highly likely due to the high winds and the rain that ... [they] had experienced during that week, combining to cause the water to come in from the outside of the property”*.

The invoice for 10/11/2022 says *“exploratory work to identify water ingress due to recent storms. Remedial works to the roof valley”*.

The invoice for work done on 18 November 2022 says he removed tiles from the valley area, replaced roofing felt and fitted lead to the valley area before refitting the tiles. The repairs carried out to the roof were not therefore to replace broken or displaced tiles, which is what we would expect to be the case if the repairs were required because of a storm. Instead the repairs involved replacing roofing felt and fitting lead flashing, which suggests there was no lead flashing there previously. While the roofer said the ingress of water into the property (and therefore the internal water damage) was due to heavy rain and high winds, he didn't say the roof itself was damaged by storm. Mrs E also seems to recognise that the roof was not damaged by a storm, as she said she had no option to record the claim as water ingress and had to record it as a storm claim.

So while there may have been a storm which resulted in water getting into Mrs E's property, this was only possible because there seems to have been a defect with the roof already.

Given this, I do think Accredited has acted unfairly or unreasonably in refusing this claim. Mrs E said she thought that she had accidental damage cover but accidental cover for buildings is shown clearly in the schedule as not being included in her policy. If Mrs E has any complaint about her understanding of the policy when she took it out that would have to be dealt with separately.”

I did not consider the complaint should be upheld.

I invited both parties to respond to my provisional decision with any further evidence or information they want considered before I issue my final decision.

Responses to my provisional decision

Accredited has confirmed it agrees with my provisional decision and has nothing further to add.

Mrs E does not accept my provisional decision. She has asked me to reconsider my findings and not to *“let a giant insurance company ... crush the small person and once again get away with daylight robbery”*. Mrs E has made a number of points in response to my provisional decision, which I've summarised below:

- she is only asking for the payment of the second invoice from her roofer (for £660) not his first invoice.
- Accredited's surveyor came out almost two months after the incident.
- There has never been lead flashing on any of the roof valleys, the usual practice has always been treated timber. She asked the roofer to fit lead flashing in the valley and at her own expense.
- Before this claim, there were never any defects with the roof as it was attended to and repaired less than a week prior to the claim.

Mrs E has also provided a second report from her roofing contractor in support of her complaint. I have considered everything he has said but have summarised the main points made below:

- Mrs E's property is a 'gated' property for which all residents pay a service charge. The roofs of all the properties are well-maintained.
- As a roofing contractor for 25 years, he considers the weather experienced in the week before the claim was "*most extreme*".
- The first call out was for exploratory work, as Mrs E had a brown stain appear on the ceiling. Although Mrs E felt this was due to water ingress, his exploratory work meant he considered it was the result of an accumulation of small amounts of water ingress during the previous years' adverse weather. There was wear and tear to a baton in the roof valley so he replaced it with treated timber; he didn't see any damage to the valley tiles at that time.
- I stated he was called out again on 18 November 2022 because there was *still* a leak but this is not correct. He was called out because Mrs E had reported water entering the property and causing damage to the ceiling.
- I said he carried out some more repairs but again this was not correct, he attended "*and carried out NEW remedial work to stop the water ingress*".
- It was clear to him when he attended on 18 November 2022 that there was storm damage to the roof. He says: "*I took off the valley tiles and although I explained that the felt and valley timber were in "good shape", as a result of ... [Mrs E's] husband's request, I replaced the felt and fitted lead that he supplied, to the valley area. I also had to replace two cracked valley tiles which were damaged by storm although I didn't itemise this on my invoice as I didn't think it important.*"
- He says I based my decision on these false statements and once corrected, this should lead to a change in outcome.

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.

Mrs E had noticed a brown stain on her ceiling in early October 2022. Mrs E's roofer says this was not due to water ingress but due to "*an accumulation of small amounts of water ingress during the previous years' adverse weather conditions*". He therefore suggests this is unrelated to the attendance on 18 November 2022 and this claim.

The roofer's first statement says of the attendance on 10 November 2022, "*we reached an agreement that there may be a leak on the roof letting in water to the inside... I attended the property... on 10 November 2022 and carried out a repair and remedial works on the outside of the roof*".

The invoice for 10/11/2022 says "*exploratory work to identify water ingress due to recent storms. Remedial works to the roof valley*".

The roofer has recently explained that the remedial work to the roof valley done on that day consisted of replacing a water damaged baton.

It seems to me there was clearly water ingress to the property, which means the roof was leaking at least from early October 2022 when Mrs E first contacted the roofer to say she had noticed the stain to the ceiling inside. Whether this was caused by small amounts of water getting in over a long period of time, or after one rainfall, the roof was leaking and this was the reason for the first call out.

Mrs E and her roofer also both say the roof was in good condition and well maintained, as it had been repaired a week before they noticed the water coming through the ceiling which was reported to Accredited. However, the fact a roof baton had to be replaced, and that water had been getting through the roof to cause staining inside, means there had been wear and tear to the roof and it had not been watertight.

I do not therefore agree that the leak noticed by Mrs E in early October 2022 (and the first attendance on 10 November 2022) is irrelevant to the further ingress of water in apparently the same location for which Mrs E is seeking to claim.

The roofer said he was called again on 16 November 2022. I referred to this being because there was *still* a leak and said that he carried out some more repairs. Mrs E's roofer says this is incorrect as these were "*NEW*" repairs. While the roof may not have been leaking continuously (it is difficult to know) there appears to have been water ingress at the same part of the roof.

The roofer's invoice for this attendance says:

*"Removal of tiles in valley area
Replacement of roofing felt
Fitting of customer supplied lead to valley area
Refitting of tiles."*

The roofer says now that two tiles were cracked by storm damage but he didn't think it was important to mention that in the invoice. The roofer's invoice cited above is quite detailed but does not mention any damage to the tiles, neither was it mentioned in his first report which tried to explain the cause of the water ingress to assist with Mrs E's insurance claim. That report says he "*explained ... that the reason for the water ingress was highly likely due to the high winds and the rain that ... [they] had experienced during that week, combining to cause the water to come in from the outside of the property*".

I would have thought it would be mentioned if the roofer had found cracked tiles at the time. In addition, Accredited had asked Mrs E to take photos of the damage to the roof before having the repairs done, in order to be able to validate the claim but the photos and videos provided by Mrs E do not show any damage to any roof tiles.

Having considered everything provided to me, I am not therefore satisfied that there is sufficient evidence that the roof tiles were damaged and that the second call out was an entirely unrelated to the previous ingress of water.

In any case, even if the tiles were cracked, there is no evidence that this was the result of a storm. As set out in my provisional decision, the policy will only provide cover for damage caused by storm.

Storm is defined in the policy as gale force winds higher than force 10 and rainfall of more than 25mm per hour.

I have checked the weather reports for the period leading up to the claim. There is evidence of rainfall of more than 25 mm per hour in mid-November 2022 and I accept this was extreme. However, rain on its own would not cause roof tiles to crack or become displaced. I have not seen any evidence of winds higher than gale force 10, which is considered to be enough to cause damage to roof tiles, around the time Mrs E noticed the ingress of water.

Therefore, while Mrs E's roof was leaking, there is not enough evidence that this was caused by a storm and therefore I do not consider that Accredited acted unreasonably in refusing the claim.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 9 January 2024.

Harriet McCarthy
Ombudsman