

The complaint

Mr C and Mrs C have complained that Accredited Insurance (Europe) Ltd ('Accredited') unfairly declined part of a claim under a home insurance policy.

What happened

Mr C and Mrs C contacted Accredited to make a claim for storm damage to a conservatory roof. Accredited sent a company to assess the damage. It found that one glazed unit was damaged due to the storm. However, it assessed that the other units had failed due to general age deterioration. Accredited offered £1,783.65 to settle the claim. It then offered a further £469.20, but then withdrew this as it said it had been made in error.

Mr C and Mrs C asked for a new survey to be carried out. Accredited sent another surveyor, who found evidence of poor workmanship. So, Accredited maintained its decision only to offer settlement for one glazed unit. When Mr C and Mrs C complained, Accredited said it had offered a fair settlement and provided the details of the surveyor's findings.

So, Mr C and Mrs C complained to this service. Our investigator didn't uphold the complaint. She said it was fair for Accredited to only offer settlement for one unit, as the survey showed issues with the installation.

As Mr C and Mrs C didn't agree, the complaint was referred to me.

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, I don't uphold this complaint. I will explain why.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, it isn't in dispute that there were storm conditions around the time the damage was first found. Accredited agreed to pay for damage to one of the glazed units because it accepted there was a storm that caused some of the damage. I've also looked at the weather conditions and can see there were windspeeds up to 81mph.

So, I've thought about the second question. I think a storm could cause damage to a conservatory roof in some circumstances. So, I've thought about whether the storm was the main cause of the damage.

The first survey report was brief and said the damage to the units was the result of wear and tear. However, the second surveyor's report was much more detailed and included a range of photos. I'm aware the report said there had been a storm recorded some distance away, but not at the local weather station.

The surveyor assessed that the glazing had been incorrectly fitted, including because the transportation tape hasn't been removed before installation, and that the glazing piece was too small for the space. This then was likely to have exceeded the tolerance for the seal and put undue stress on the frame. There were photos showing the measurements and the other issues with the roof. The report said there was also a lack of intermediate bracing other than muntin bars. The surveyor also didn't find evidence that an external force had damaged the glazing, such as gravel pitting or a bird.

I'm aware Mr C and Mrs C have said the conservatory was only about six years old and had been fitted by a reputable company. They also told this service a builder had looked at the roof and found the roof panes to be consistent with the conservatory drawings. However, the builder wasn't willing to put this in writing. Mr C and Mrs C also raised other issues including that the surveyor's report said there wasn't a storm and commented on an undamaged wooden shed, but not that there was a nearby metal shed protecting it.

Having thought about this, I'm more persuaded by Accredited's surveyor. Despite the report saying there wasn't a storm locally, I think the report identified a range of issues with the roof installation. I think these were explained in detail, including how this affected the structure of the roof, and were supported by the photos. The policy had a general exclusion for poor workmanship, which meant that there was no cover under any part of the policy. The issues raised by Mr C and Mrs C don't persuade me that surveyor's findings and conclusions were unreasonable or that the surveyor didn't identify the cause of the issues with the roof. So, I think it was reasonable for Accredited to rely on its surveyor's findings and to decline the claim for the other panels. As a result, I don't uphold this complaint.

I'm aware there was some confusion about whether Accredited had withdrawn its cash settlement offer as a whole. However, Accredited has confirmed that its offer to carry out the repair or to pay a cash settlement remained in place. It confirmed the cash settlement was for £1,783.65, from which the excess would be deducted, and the VAT could be claimed if Mr C and Mrs C provided proof of paying this.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 26 February 2024.

Louise O'Sullivan
Ombudsman