

The complaint

Mrs H is unhappy that Accredited Insurance (Europe) Ltd (AIL) declined her storm damage claim.

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.

Mrs H made a claim under her buildings insurance, underwritten by AIL, for impact damage to her garden wall. AIL accepted the claim and offered a settlement for the repair of the impact damage.

Mrs H's builder said the rest of the wall was storm-damaged, so she asked AIL to cover repairs for the full wall. AIL inspected the wall but it declined that part of her claim. The surveyor said the wall was damaged due to wear and tear rather than a one-off storm.

Unhappy with its response, Mrs H complained to AIL. She said the wall damage was not wear and tear and she provided photos to support her claim.

AIL sent its final response to Mrs H's complaint in August 2023. It said the surveyor's report, including photos and a video, showed evidence of wear and tear. AIL also said online images of the garden wall showed that it had been altered from its original design. AIL said the damage was not caused by an identifiable one-off storm event so, under the terms of the policy, ongoing damage was not covered. AIL maintained its decision to decline the claim, so Mrs H brought her complaint to us.

One of our investigators looked into Mrs H's complaint but he didn't think it was one we should uphold. He thought AIL had provided evidence to show that the damage was due to wear and tear rather than a one-off storm event. And, based on the policy terms and conditions, our investigator thought AIL had declined the claim fairly.

AIL accepted the investigator's view, but Mrs H didn't agree. She said she didn't claim that a one-off storm caused the damage. Mrs H explained that her builder told her numerous walls like hers in the area had been damaged by the many storms over recent years. That said, she listed some named storms which she believed may have caused the damage.

Mrs H also disagreed with the view that her wall was showing any signs of wear and tear which wasn't caused by storm or impact. She asked for an ombudsman to decide, so the complaint was passed 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've decided not to uphold Mrs H's complaint. I realise she may be disappointed, but I'm satisfied that AIL declined her claim fairly for the reasons it gave and in

line with the policy terms and conditions. I'll explain.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. My role is to decide whether AIL treated Mrs H fairly when it declined her claim for storm damage. My decision is based on the relevant regulations, the evidence available, the policy terms and conditions, and whether the claim decision feels fair and reasonable in the circumstances.

The policy sets out the detail of the contract between Mrs H and AIL. While the policy does provide storm damage cover, AIL relied on the policy exclusion for damage caused by wear and tear to decline Mrs H's claim.

To begin with, I've taken into consideration what Mrs H said in response to our investigator's view. I understand that she hasn't said a one-off storm caused the damage. Rather, she said her builder told her the damage was caused by a number of storms over the years.

The policy provides cover for damage caused by a single identifiable event. The damage that both Mrs H's builder and AIL's surveyor described is of damage happening gradually over time. I've looked at the policy and note that it specifically excludes gradual damage under the buildings section, and specifically under the storm section.

As there's no dispute that the damage happened over time, even though Mrs H said she wasn't aware of it, I'm satisfied that AIL declined the claim in line with the policy.

I've gone on to consider whether it was fair for AIL to decline the claim in the circumstances. AIL accepted the impact damage claim, although I understand there was no evidence of exactly what happened beyond the evidence that the wall had fallen. AIL offered to settle that part of the claim but not the repair to the rest of the wall.

The photos provided by both Mrs H and AIL show damage to parts of the wall which isn't joined on to the impact-damaged wall. And I'm satisfied that the photos and video show damage more likely caused by wear and tear, as described by AIL's surveyor. I've also noted AIL's comment about the fence panels being an addition to the original wall, and the photos show some of the bricks had been removed to add the panels. It's clear from the photos that there are cracks in the brickwork, and I find AIL's evidence that it was due to wear and tear more persuasive. Therefore, I consider that AIL fairly and reasonably concluded the damage was not caused by storm or impact.

Overall, I wouldn't expect AIL to pay for repairs to parts of the wall that hadn't been damaged by an insured peril. While Mrs H said the wall would've been damaged by the impact, the photos show that there is damage on parts of the garden wall not joined to the impact-damaged wall. Therefore, I can't fairly conclude that AIL should pay for any other damage.

Overall, I'm satisfied that AIL declined Mrs H's claim fairly for the reasons it gave and in line with the policy. That's because the evidence doesn't show that the damage to her garden wall was caused by an insured peril. I see no reason to require any action of AIL in respect of Mrs H's complaint.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mrs H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 20 June 2024.

Debra Vaughan
Ombudsman