

The complaint

Mr L complains that Accredited Insurance (Europe) Ltd ('AIEL') unfairly declined a claim for storm damage under his home insurance.

Mr L's policy was sold and administered by an intermediary on AIEL's behalf. That intermediary used another company to manage Mr L's claim and his correspondence has been with this company. For the avoidance of doubt, any reference to AIEL includes its agents, including the intermediary and the claims management company.

What happened

Mr L had a home insurance policy with AIEL. In November 2023, soon after storm Debi hit the UK, he discovered tiles had come away from his roof. He reported this to AIEL.

AIEL appointed a surveyor to inspect the damage. The surveyor found:

- Mr L's roof was in "*a poor state due to age.*"
- The roof slates had slipped due to "*nail corrosion.*"
- He explained that nail corrosion was when "*slates start to slide because they are no longer secured to the roof.*"
- His expert opinion was that the damage was due to the age of the tiles.

A second surveyor reviewed these findings. He agreed that nail fatigue was the main cause of damage. He said:

- "*The slates remain intact with the nails still seated in the fixing points.*"
- If the nails had been securely fixed, "*the wind would have broken the slates before removing the fixings.*"
- There was deterioration in the ridge mortar and the roof needed general maintenance.

AIEL declined the claim based on its surveyors' findings. It told Mr L his policy didn't cover wear and tear or anything that happened gradually. Mr L was unhappy with this and brought his complaint to this service. He wants AIEL to settle his claim.

Our investigator didn't recommend that Mr L's complaint should be upheld. He accepted that there was a storm but thought AIEL's evidence – the two experts' findings that the primary cause of damage was nail fatigue in the tiles – was compelling. He noted that Mr L hadn't provided a report from his own expert that contradicted these findings. Because of this, he didn't think AIEL had acted unfairly or unreasonably.

Mr L disagreed with our investigator, so the case was passed to me for a final 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.

Like most policies, Mr L's cover only makes AIEL liable for damage caused by certain insured events. The damage needs to be caused by one of the insured events listed in his policy.

Page 18 of the policy booklet shows Mr L is covered for damage caused by a storm. Page 9 of the booklet defines a storm as: "*A period of violent weather defined as a gale of Force 10 or above... reaching wind speeds of at least 55mph...*"

As our investigator explained, when we look at complaints about storm damage we ask three questions:

1. Were there storm conditions on or around the date of the claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of the damage?

If the answer to any of these questions is “no” the claim won’t succeed.

Met Office information for the 2023/24 storm season shows storm Debi hit the UK on 13 November 2023. The storm was characterised by “*strong winds and heavy rain*”. Data from the weather station closest to Mr L’s home shows winds reaching 53mph on 13 November. The weather station is 25 miles from Mr L’s home so it’s possible stronger localised gusts affected the area where he lives.

Mr L thinks the damage was caused by storm Debi, although he didn’t report the damage to AIEL until around 23 November. However, he sent us a photo dated 16 November that clearly shows the displaced tiles. So I’m satisfied that the damage was done around the time of storm Debi and certainly before 16 November. This means I’m satisfied there were storm conditions around the time Mr L discovered the damage to his roof.

I think it’s reasonable to think storm force winds might cause damage to roof tiles. I think AIEL would accept this general point. So the key question is whether the storm was the main cause of damage.

Mr L gave AIEL a quote from his roofer that set out the work needed to fix the roof. However, it doesn’t go into any detail about the cause of damage. It simply says the roof slates were “*blown off and dislodge [sic] in the recent storms.*”

I think the two AIEL surveyor reports are more persuasive. Both concluded that the main cause of damage was nail fatigue. I’ve reviewed photos of the roof and, in my opinion, the photos support those conclusions. The tiles appear to have slipped off the roof rather than cracked or broken, as the surveyors described. The second surveyor’s explanation that a storm would have cracked or broken the tiles makes sense to me.

As AIEL said, Mr L’s policy booklet says AIEL doesn’t cover “*loss or damage as a result of gradual causes including wear and tear*” (*General Exclusions*, paragraph 12). A note on the final page of the booklet explains why not: “*We provide cover for unforeseeable events. This is not a maintenance contractor or service policy and so does not cover the general upkeep or repair of your property (for example, loose roof tiles), which you are responsible for.*” I think that’s reasonable, and in line with most home insurance policies.

I agree with AIEL that the evidence shows a lack of maintenance and gradual deterioration over time. This was exposed by the storm rather than the storm itself being the main cause of the underlying damage. Gradual deterioration of the roof isn’t covered by Mr L’s policy.

For these reasons, I think AIEL’s decision to decline the claim was reasonable. It follows that I don’t uphold the complaint.

My final decision

My final decision is that I don’t uphold the complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr L to accept or reject my decision before 1 August 2024.

Simon Begley
Ombudsman