

## The complaint

Mr B complains that Accredited Insurance (Europe) Ltd (Accredited) unfairly declined his claim for storm damage, under his home buildings insurance policy.

## What happened

On 21 January 2024 Mr B says a severe 'hurricane' force storm caused damage to a conservatory roof at his property. His property is close to the coastline and was exposed to very high winds. Mr B says the local press reported wind speeds of 90mph. The day after the storm he noticed a glass fibre lip was detached from the roof. In addition, the roof boarding/fibre-glass roof panelling, and upstand on the west side had lifted in the storm. This had damaged the conservatory roof and allowed rainwater to penetrate and damage the internal decorations.

Mr B contacted Accredited to make a claim. He says a surveyor visited his home and used a drone to view the damage. He was subsequently told that his claim had been declined because the roof hadn't been constructed correctly. Mr B didn't think this was fair and complained.

In its final complaint response Accredited says its surveyor found that a section of the glass reinforced plastic (GRP) roof hadn't been adhered correctly. This resulted in it separating from the roof. Accredited says the storm force winds highlighted this defect, but the storm wasn't the underlying cause of the damage. It refers to its policy terms and conditions that exclude poor workmanship and gradual causes from cover.

Mr B didn't think this was fair. He says the conservatory was built six years ago and had previously withstood several storms without incident. Because he didn't accept Accredited's decision, he referred the matter to our service. Our investigator upheld his complaint. She says there were storm force winds at the time of Mr B's loss. His builder had described the conservatory roof as of sound construction. Our investigator noted the builder concluded that due to the ferocity of the wind, it was able to get underneath the overhang of the roof and cause the damage.

Our investigator was more persuaded that the storm force winds caused the wooden boards of the conservatory roof to lift. She highlights that there appears to be no damage to the remaining sections of GRP. And concluded the claim had been declined unfairly. She also says that Mr B reported the claim and arranged repairs in a timely manner. She didn't agree with Accredited's view that the internal damage could've been mitigated. Our investigator says the business should now settle the claim and pay £200 compensation for the upset and inconvenience it had caused.

Accredited disagreed with our investigator's findings. It says its surveyor didn't report that it was the fixing of the OSB to the roof that caused the damage. It says the photos don't support that the OSB isn't secure to the roof. It also says that the brick the builder placed on the conservatory roof was simply to hold down the layer of GRP to prevent any further lifting.

Our investigator didn't change her findings. She responded to say she thought the evidence

showed the roof was in good repair and only a few years old. She says Mr B's builder had inspected the roof in more detail than Accredited's surveyor. The builder found that the OSB boards had lifted and this was the underlying cause of the damage. The business didn't accept our investigators' findings and asked for an ombudsman to consider the matter.

As an agreement wasn't reached it has been passed to me to decide.

### **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'm upholding Mr B's complaint. Let me explain.

There are three questions we take into consideration when determining whether an event can be classed as a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If the answer to any of the above questions is no then an insurer can generally, reasonably decline the claim.

Mr B's policy terms define a storm as:

*"A period of violent weather defined as... a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speed of at least 55mph."*

I've checked the data from a weather station closest to Mr B's home on the day the damage occurred. This was around two miles away. Gusts up to 62mph were recorded. Based on Accredited's definition, the wind speed met the criteria for a storm. So, the answer to question one is yes.

Damage to roof coverings is something typically associated with storm force winds. So, the answer to question two is also yes.

The final question I need to be satisfied with is that the storm conditions were the main cause of the damage. To understand if this was the case I've read the surveyor's report that Accredited provided. The surveyor says that a section of the GRP flat roof came away as the installer had failed to scuff the layer correctly. This meant the layer hadn't adhered properly making it susceptible to strong winds. The surveyor acknowledged this layer was an addition to the existing layers of GRP. He concluded poor workmanship was the underlying cause of the damage.

I've read the letter Mr B's contractor wrote to her. He says water had ingressed into the conservatory. When describing the construction of the roof the contractor says:

*"OSB board has been fixed with falls to one side and then the roof has been fibre glassed with the drips and upstand being fitted as is proper practice, and the roof has been finished with a grey topcoat. The building appears to be of sound construction and was carried out around 6 years ago".*

And:

*"I noticed on my arrival a section of the fibreglass was laying on the floor, this seemed to be only the top coat layer of the fibreglass. Once on the roof I noticed that the glass fibre coat under this was still intact onto the OSB. The grey top coat on certain parts of the roof also seemed to be peeling off. The piece that had detached itself from the roof looks as though it may have been fitted at a later date than the original roof, maybe to extend the upstand of the roof to help water run off. It seems as though with the upstand hanging over the roof by around 20mm and the ferocity of the winds we have been having, that a gust could well have got underneath and caused the subsequent damage."*

This ties in with the surveyor's comments that a top layer of GRP had detached from the roof. And that this appears to have been added after the roof was constructed. But importantly the contractor states the glass fibre coat beneath where this detached, was still intact. He thought the cause of the damage was the roof structure having lifted as a result of the storm force wind. He didn't think the damage was caused because of the top layer of the GRP that had detached.

In another email the contractor says, *"there are upstands and drips on a roof that are fitted prior to fibre glassing. The drip was fitted to the side which allows the water to drain off the roof, this drip is not fixed to the side...Unfortunately it seems as though it was the drip that the wind got under and ripped up causing part of the roof to come with it."*

I've thought carefully about the surveyor's view that it was poor workmanship that allowed a section of GRP to become detached. And that this is the underlying cause of the damage. I don't dispute what it says about how this layer of GRP was laid. But I'm not persuaded that this was the underlying cause of the damage. I'm more persuaded by the contractor's view that although there was a section of GRP that detached, this isn't what necessitated the repairs. This was an additional layer that had been added incorrectly. But there were intact layers beneath. What caused the damage and allowed water to penetrate internally was the roof having lifted due to the storm force winds.

Having considered these points I'm satisfied that the storm force winds were the underlying cause of the damage. So, the answer to question three is yes. It follows that I don't think Accredited treated Mr B fairly when it declined his claim for the reasons it gave. It should therefore pay the claim and include 8% interest on any repairs Mr B has already paid.

I've thought about Accredited's comments that Mr B could've taken mitigating action to prevent damage internally. But I don't think he could. Mr B arranged for a contractor to attend within a few days of the loss. The repairs were then instigated a few days after this. Mr B explains that he was leaving for an extended holiday so was keen to arrange the repairs as soon as possible. His contractor refers to health and safety issues for its workers getting on the roof immediately after the loss was reported. This was due to the continuing high winds. Based on what I've read I don't think Mr B could've done much more to prevent damage occurring internally.

Having considered all of this I don't think Accredited has shown it was fair to decline cover for the damage caused, both externally and internally. Because of this it should accept the claim and settle it in line with the remaining policy terms. Mr B has already arranged for the repairs externally. Accredited should therefore reimburse what he paid plus 8% simple interest. We asked if Mr B had incurred additional costs for internal repairs. He didn't confirm that he had. So, I won't include this in the action Accredited needs to take.

Mr B has been caused distress and certainly some inconvenience by Accredited's decision to decline his claim unfairly. I agree with our investigator that it should pay him £200 to acknowledge this.

## **My final decision**

My final decision is that I uphold this complaint. Accredited Insurance (Europe) Ltd should:

- settle Mr B's claim based on the repair costs he's already paid, plus 8% simple interest from the time this was paid until the refund is made; and
- pay Mr B £200 interest for the distress and inconvenience it caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 October 2024.

Mike Waldron  
**Ombudsman**