

DRN-3598459



## **The complaint**

Mr D has complained about AA Underwriting Insurance Company Limited (AAUICL)'s decision to decline a claim he made for storm damage under his home insurance policy.

### **What happened**

In October 2021 Mr D made a claim to AAUICL as an outside wall on his property was damaged during a storm.

AAUICL instructed a Surveyor to inspect the damaged wall. In light of the Surveyor's findings, AAUICL rejected Mr D's claim. AAUICL said the damage wasn't caused by an insured peril but due to gradual wear and tear.

Mr D complained to AAUICL about its decision. But AAUICL didn't uphold it. It said storm conditions hadn't occurred at the time of the event and the damage wasn't consistent with what a storm typically causes. It said the damage was caused by gradual wear and tear which was excluded from cover under the policy.

Mr D asked us to look at his complaint.

Our Investigator recommended the complaint should be upheld. She thought storm conditions had occurred and met the definition of 'storm' under AAUICL's policy. She also thought the Surveyor report lacked persuasive reasons as to why the damage couldn't be caused by a storm.

The Investigator provided AAUICL with links to news reports about storm conditions on the date in question in the town where Mr D lives. She saw from clear signposted photos Mr D had provided AAUICL with that there was a collapsed tree adjacent to the end of the road where Mr D lives when the storm occurred.

Having checked local weather reports, the Investigator found that 16 miles away from Mr D's address there were wind gusts which met the definition of storm under AAUICL's policy.

The Investigator recommended AAUICL meet Mr D's claim for the damaged wall, which he has paid privately to be repaired.

AAUICL didn't agree. It provided a screenshot of a local weather check site it uses. This showed no data for wind gust speeds at a range of 16 miles from Mr D's home. At 21 miles away from his home, it showed wind gusts below the definition under the policy. It said the direction of the wind on the date in question means the house would have protected the wall from the wind.

AAUICL said photos of the wall show there were cracks in the mortar. And it believes other damage would have been present; for example to their roof or garden furniture if storm conditions had occurred. It says there were reports of a tornado and storm conditions in the area in July 2021, but none for October 2021.

So AAUICL said its decision was correct. As AAUICL doesn't agree, the case has therefore 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.

We ask three questions when considering storm damage claims to help decide whether an insurer has acted in a fair and reasonable way. AAUICL applied the same approach in this case. These are:

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

If the answer to all these questions is 'yes' then the claim is likely to succeed. But, if the answer to any of the above questions is 'no' - the claim for storm damage is unlikely to be covered.

AAUICL's policy defines the term 'storm' as:

*"A period of violent weather defined as: a) Wind speeds with gusts of at least 48 knots (55mph) which are the equivalent to Storm Force 10 on the Beaufort Scale; b) torrential rainfall at a rate of at least 25mm per hour; c) snow to a depth of at least one foot (30cms) in 24 hours; or d) hail of such intensity that it causes damage to hard surfaces or breaks glass."*

I've viewed videos online, through social media and news reports of storm and tornado weather conditions for 31 October 2021 – the date of Mr D's claim - in the town where Mr D lives. Mr D provided a photo of a collapsed tree adjacent to the end of the road where he lives. Footage online from an estate 9 miles away from Mr D's address show a number of trees damaged by extreme weather conditions on the date of Mr D's claim.

Our checks against local weather reports show data for wind gusts of 55 mph 16 miles away from Mr D's home. AAUICL's weather check for the same distance shows 'no data' for wind gusts.

AAUICL say the Investigator's summary is no more reliable or accurate than the data it has relied on. However, I disagree as weather checks we have carried out clearly provided wind gust data at 16 miles which AAUICL's checks didn't. And AAUICL says that our reliance on data for 16 miles away from Mr D's address is a long distance away - while relying on weather data recorded 21 miles away to reject his claim.

Based on the information available I'm satisfied that storm conditions occurred at the time of Mr D's claim and meet the definition set out under AAUICL's policy. So the answer to the first question is 'yes'.

The Surveyor's report doesn't recommend the claim should be declined. Under the section; *"Is the external damage covered under the policy?"* The Surveyor has answered "yes". The description of the damage is written as follows:

*"External wall half brick with piers, has become unsafe and fallen down due to the strong wind."*

I don't think the Surveyor's report provides any meaningful information as to why Mr D's claim shouldn't be met. There is no reference as to the cause of damage or the condition of the wall. The surveyor describes the general condition of the property as being in a 'good state of repair'.

AAUICL say storms tend to cause damage to walls, roofs and garden furniture. In this case, only Mr D's wall was damaged and so it believes the poor weather caused an already weakened structure to collapse. AAUICL says photos of the wall show cracks in the mortar which appear to have been there for some time and there are areas which have been previously repaired. AAUICL says the direction of the wind means the house would have

sheltered the wall and so it was unlikely that the bad weather caused the wall to fall toward the garden. So AAUICL says the answer to question 2 is 'no' as the damage isn't consistent with damage a storm typically causes.

Having viewed the photos of Mr D's wall, I can see there are cracks in various areas. Despite these cracks being present, the majority of the wall remained intact and only a small section of it has collapsed. If the whole wall had cracks which resulted from wear and tear, I think it's fair to expect to see a larger area of the wall to collapse and not just a section.

So in response to questions 2 and 3, I'm satisfied the information available shows that the damage being claimed for is consistent with damage that a storm typically causes and storm conditions were the main cause of damage.

Mr D says he and his wife have had to find the money to pay for the wall to be repaired. I therefore think a fair and reasonable outcome is for AAUICL to meet Mr D's claim and reimburse him for the costs to repair the wall minus an applicable excess under the claim. AAUICL should pay interest on the amount Mr D paid subject to reasonable proof from the date he paid to the date it reimburses him as set out below.

### **My final decision**

My final decision is that I uphold this complaint. I require AA Underwriting Insurance Company Limited to do the following:

- Meet Mr D's claim for storm damage.
- Reimburse Mr D – subject to reasonable proof – for the costs he paid to repair his wall damaged by storm minus any applicable excess.
- Pay interest on the reimbursed amount at a rate of 8% simple interest a year from the date Mr D paid to the date AA Underwriting Insurance Company Limited reimburses him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 25 August 2022.

Geraldine Newbold  
**Ombudsman**