

The complaint

Mr and Mrs M have complained about AA Underwriting Insurance Company Limited (AAUICL)'s decision to reject a claim they made for storm damage under their home insurance policy.

What happened

In February 2022 following a named storm Mr and Mrs M made a claim to their insurer, AAUICL for damage to the roof of their home.

AAUICL initially rejected their claim - but Mr M was very unhappy with its decision as this was based on photos provided by them. So AAUICL agreed to arrange for a Surveyor to inspect the damage.

The Surveyor reported that damage to the front of the roof should be declined as it showed signs of existing wear and tear and previous repairs. But they recommended the damage to the rear of the roof should be met under the claim.

AAUICL's 'in house' assessor reviewed the Surveyor's report and didn't agree with it. AAUICL maintained its decision to decline the claim in full. It said the storm had highlighted pre-existing issues with the roof and wasn't the dominant cause of the damage.

Mr and Mrs M asked us to look at their complaint. Our Investigator recommended their complaint should be upheld. He thought AAUICL should reconsider their claim in full - in line with the Surveyor's report. The Investigator didn't think there was sufficient evidence to show the damage to the front of the roof should be declined.

For the distress and inconvenience caused by AAUICL's decision to reject the claim, the Investigator thought it should pay £100 compensation.

AAUICL didn't agree. In summary it says the photos show the roof was not in good condition with missing mortar and nail fatigue.

Mr and Mrs M say the only person who did a thorough inspection of their roof was the Surveyor who inspected it.

As AAUICL didn't agree, the case 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.

We ask three questions in order to consider if an insurer has fairly declined a claim for storm damage. 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.

There seems to be no dispute from AAUICL that storm conditions occurred - and I think the damage being claimed for is consistent with damage a storm would cause. So the answer to the first two questions is 'yes'.

The remaining question is whether storm conditions were the main cause of the damage Mr and Mrs M claimed for.

The Surveyor who inspected Mr and Mrs M's home provided photos of the front and rear of the roof. This shows damage to the same side of the roof, front and rear, indicating damage caused by strong winds.

The inspecting Surveyor said that the damage to the rear roof should be met as it had been maintained to a decent standard. He found that the damage to the front of the roof should be rejected - as the front roof showed signs of previous repairs.

AAUICL has provided a further copy of some of the photos it's already provided to support its view that the claim shouldn't be met. I've carefully considered all of the photos provided by Mr and Mrs M and the inspecting Surveyor. My view is that although there are some signs of previous repairs to the front of the roof - this doesn't always mean that the roof couldn't have withstood storm conditions. The damage is at the same end of the house and starts right at the edge of the roof - there's nothing in the photos or any other evidence to outweigh that.

I think this is a finely balanced case, but overall I'm not persuaded that there is enough evidence to show Mr and Mrs M's roof was not functioning due to wear and tear in order to conclude that storm damage wasn't the dominant cause. And the reason the inspecting Surveyor gave for declining a claim for the front of the roof (previous repairs) doesn't deal with the clear evidence in the photos that do look consistent with storm damage.

So I think a fair and reasonable outcome is for AAUICL to include the damage to the front roof under the claim.

I'm therefore upholding the complaint in line with the Investigator's view 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 and Mrs M's claim for storm damage under the terms of the policy.
- Pay Mr and Mrs M £100 compensation for the distress and inconvenience caused.

AA Underwriting Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs M accept my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If AA Underwriting Insurance Company Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr and Mrs M how much it's taken off. It should also give Mr and Mrs M a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mr M to accept or reject my decision before 9 February 2023.

Geraldine Newbold
Ombudsman