

## **The complaint**

Mrs S complains about AA Underwriting Insurance Company Limited ("AA") and their decision to decline the claim she made on her home insurance policy. Mrs S also complains about the service AA provided during the process of them reaching this decision.

## **What happened**

The claim and complaint circumstances are well known to both parties. So, I don't intend to list them chronologically in detail. But to summarise, Mrs S held a home insurance policy, underwritten by AA, when she discovered storm damage to the roof of her home. So, she contacted AA to make a claim.

AA arranged for temporary repairs to be completed to her roof. And they then instructed their contractor, who I'll refer to as "X", to survey the damage, providing a series of images for them to assess against the policy they provided. Having done so, AA declined the claim. Mrs S was unhappy with this decision, and the service AA provided, so she raised a complaint. Mrs S complaint included, and was not limited to, her unhappiness with AA's decision to decline the claim. She was unhappy with the length of time it took AA to reach this decision, remove the scaffolding from her claim, the temporary repairs and the damage these repairs caused to the facias at her property.

AA responded to Mrs S complaint, upholding it in part. They accepted there were avoidable delays and failures in their service when reaching their claim decision. And they issued a cheque of £350 to recognise the impact this caused. They also agreed to repair the damage to Mrs S' facias when the scaffolding was removed. But they thought their decision to decline the claim was a fair one, explaining why they didn't think the damage to Mrs S' property was a result of the storm but was instead due to the condition of the roof itself. Mrs S remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into Mrs S' complaint and upheld it, explaining why over several outcomes. In summary, our investigator thought AA's decision to decline the claim was a fair one, in line with our services approach. And they thought the £350 originally offered was fair to recognise the delays and service issues Mrs S encountered. But based on the evidence available to them at the time, they couldn't see AA had attempted to repair the facia damage as they had offered and so, they recommended AA pay the costs Mrs S incurred to repair this damage herself, plus 8% simple interest. They also recommended AA pay Mrs S a further £150 for the inconvenience this caused.

Mrs S didn't agree with this recommendation, continuing to reiterate why she felt the overall compensation offered wasn't enough to fairly compensate her for the distress and inconvenience she was caused. Mrs S also explained why she thought the damage was storm related and so, should be covered by the policy AA provided.

AA also disagreed with this recommendation, providing additional evidence which they felt supported their position that they had offered to repair the facia damage and that Mrs S had chosen to get this repaired herself. They explained they would consider any invoice Mrs S had to show the costs she incurred but that to date, no invoice had been provided. So, they

didn't agree that a further £150 should be paid. As neither party agreed with our investigator's recommendation, the complaint was passed to me for a decision.

I issued a provisional decision on 11 March 2025, where I explained my intention to not uphold the complaint. With that decision I said:

*"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, it's my intention not to uphold the complaint. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome, in line with our services approach. I've separated my decision into headings, to ensure it is easy to follow due to the number of complaint issues raised.*

*But before I explain why I've reached my decision, I think it's important for me to explain what I've been able to consider, and how. It's not my role to re-underwrite the claim, as I, nor our service, has the expertise to do so. Instead, my decision will focus on the actions AA took alongside the evidence available to them at the time to decide whether I think these were fair and reasonable. When doing so, our service usually finds it reasonable for a business such as AA to rely on the expert opinions they receive.*

*I also note Mrs S had raised subsequent issues about damp in her property, which it's been accepted wasn't raised as a complaint issue at the time AA issued their complaint responses. So, this will need to be raised with AA and considered by our service separately, should this be required.*

#### Claim decline

*When considering a storm damage claim, there are three questions I must consider, in line with standard industry approach. These are as follows:*

- 1) Was there a storm?*
- 2) Is the damage claimed for typical of that associated with storm damage?*
- 3) Was the storm the main cause of damage?*

*For me to say a claim should be accepted, I would need to be satisfied that the answer was "yes" to all three of these questions. And I note AA declined the claim on the basis this wasn't the case.*

*In relation to question 1, while I note AA didn't feel there were storm conditions, I've seen a weather report at the time the damage occurred in Mrs S, area that confirms there were winds strong enough to meet the criteria of a storm. So, I'm satisfied the answer to this question was yes. And for question 2, I'm satisfied the damage Mrs S was claiming for was consistent with damage caused by a storm such as the one in her area at the time. So, I'm satisfied the answer for this question should also be yes.*

*But I'm not persuaded AA were unfair to deem the answer to question 3 to be no in this situation. And I'll explain why.*

*I note AA instructed X to provide their professional opinion on the cause of the damage. And as I've already explained, our service will usually say it's fair for AA to rely on an expert opinion when reaching their own decision. While X weren't surveyors, they were a specialised roofing company and so, I'm satisfied their professional opinion was sound to rely on.*

*I've seen AA provided their professional opinion that Mrs S' roof was already in poor*

condition prior to the storm, and that it had reached the end of its natural lifespan. And they provided a series of photos to support this, which were provided to AA. I've seen AA reviewed these photos, which showed cracked tiles and moss amongst other things, alongside X's professional opinion in house. So, I'm satisfied AA ensured fair and detailed consideration was undertaken before reaching the decision they did.

And as all of the evidence available to them suggested the roof was in poor condition prior to the storm, including AA's professional opinion that a full roof replacement would be required due to the roof coming to the end of its lifespan, I'm satisfied AA were fair when reaching the conclusion that the storm wasn't the main cause of the damage present in the situation, as I think another insurer is most likely to have reached the same conclusion, with the same evidence available to them. So, I don't intend to ask AA to do anything more regarding this aspect of the complaint.

### Facia damage

I note it's not in dispute that Mrs S' facias were damaged by the temporary repair AA completed, through X. So, I won't be discussing this in further detail. But I also recognise AA offered to repair this damage when the scaffolding was taken down at Mrs S' home, which is confirmed in their complaint response.

I've also listened to a call recording of a conversation between Mrs S and AA, held on 15 March 2024, which this is re-confirmed and a date given for when this work would go ahead.

So, I'm satisfied at this point, and the point of AA's complaint response, that AA made a fair and reasonable offer to ensure Mrs S was placed back in the position she would've been in, had the damage not occurred in the first place. From my understanding, it transpired after this date that Mrs S chose to have the facias repaired by her own contractor, without giving AA the opportunity to repair the damage themselves. And I think this decision was beyond AA's control.

But I am aware AA have since confirmed they would consider any invoice Mrs S held that showed the cost she incurred for this work. And I think this is a fair offer, that would place Mrs S back in the same position as the one she would've been in, had AA been afforded the opportunity to complete the repairs. So, considering Mrs S proceeded to arrange her own repairs after AA's complaint response, which I think was fair, I don't think it would be appropriate for me to say AA acted unfairly up to the point I'm able to consider. And so, I don't intend to uphold this complaint. It is up to Mrs S to provide a suitable invoice for AA to consider. If Mrs S is unhappy with AA's decision following receipt of this invoice, this would be a separate issue she would need to raise with AA and if necessary, refer to our service to be considered separately.

### Delays and other service failings

I note it's been accepted by AA that there were service failings during the claim process. This included avoidable delays in reaching their claim decision, caused by delays in arranging an inspection of Mrs S roof following the temporary repair. As AA have accepted the failings here, I don't intend to discuss the merits of these issues in any further detail.

Instead, I've turned to what does remain in dispute, which centres around the payment of £350 AA issued, which I'm aware Mrs S doesn't think is enough to recognise the distress and inconvenience she's been caused.

Having reviewed the file, I think it's clear AA should've realised sooner that a surveyor wouldn't be able to inspect the roof, while a temporary repair was in place. Ideally, X would

*have taken photos of the roof on their initial attendance in January, which in turn would've allowed AA to reach their claim decision sooner.*

*Had they done so, Mrs S would've been made aware of her need to arrange for her own permanent repairs sooner. And I'm satisfied Mrs S should be compensated for this and the delays she experienced. I also recognise that this delay also led to the scaffolding being erected and in place at Mrs S' home for longer than was necessary. From Mrs S testimony, and the photo's she's supplied, I recognise how this scaffolding made access to her home more difficult.*

*I also note AA have accepted Mrs S had to chase them for updates during the claim process, with some of information she was provided being contradictory. So again, I can understand how this would have been inconvenient and made an already difficult situation more frustrating.*

*As I've already set out, AA issued a cheque for £350 to recognise the impact on Mrs S. And having considered this payment, I'm satisfied it's a fair one that falls in line with what I would have directed, had it not already been made.*

*I think it is significant enough to recognise the inconvenience and frustration Mrs S was caused by the delays and miscommunication she experienced. But I think it also fairly takes into consideration the fact that in any claim such as the one Mrs S raised, there will always have been a level of inconvenience Mrs S would have needed to ensure due to the damage caused, which was beyond AA's control. And this would incur the inconvenience of living with a roof that was damaged, with or without a temporary repair in place.*

*I'm satisfied it also reflects the fact that, while Mrs S felt the scaffolding placed her home at heightened risk of burglary, a burglary didn't occur. And our service is unable to compensate for situations that may have occurred. We can only consider what did actually happen. It also fairly reflects the fact that Mrs S' own roofer used the scaffolding put in place by AA, so she received a benefit of this scaffolding being in place, albeit for longer than she wanted it to be.*

*So, while I recognise this isn't the outcome Mrs S was hoping for, I don't intend to direct AA to do anything more on this occasion. If Mrs S hasn't cashed the cheque she received, she should liaise with AA to ensure a new cheque is issued."*

## **Responses**

AA responded to the provisional decision accepting it. But Mrs S didn't, providing a series of comments explaining why she rejected the decision and its reasoning. This included, and is not limited to, her wish for the origin of her claim and the initial problem with the property electrics to be considered. Mrs S continued to reiterate why she felt AA had caused further damage to her roof, including the removal of tiles and the moving of wooden struts. And she set out why the £350 wasn't enough to recognise the inconvenience she had suffered, as well as the impact on her mother who was unable to access her home due to the positioning of the scaffolding.

## **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 won't be changing my original conclusions and so, I'm not upholding the complaint. And I'll explain why.

My provisional decision is copied above, which outlines my original reasoning and so, I don't intend to reiterate the reasoning already set out within it. Instead, I've focused on Mrs S' comments to the provisional decision to set out why my opinion remains unchanged.

I recognise Mrs S was directed to raise a claim for the roof damage, on the advice of an engineer instructed by AA to repair damage caused under a separate claim. But I don't think it's in dispute there was damage to Mrs S' roof and so, I can't say this was incorrect advice. And I want to make it clear the scope of my decision is limited to the service AA provided when assessing, and declining, the claim for storm damage. It doesn't consider any service AA provided regarding the previous claim for electrics.

And I want to reiterate it's my role to consider the claim decision AA made, and the service they provided, considering the information available to them at the time. I note Mrs S has made a series of comments relating to actions taken by her own contractors in the years before the storm claim. And her more recent roofers' opinion on AA's decision to remove tiles. But crucially, Mrs S hasn't been able to provide any reports, or direct comments, from these contractors for our service or AA to consider. So, as outlined in my provisional decision, I remain persuaded that AA were fair to rely on the professional opinion of J.

I recognise Mrs S will disagree with this stance. And I note her own roofer has made it clear they don't wish to engage with this complaint process and so, won't provide supporting evidence for Mrs S to supply. While I appreciate Mrs S is unable to control this, it remains that without supporting information from this roofer, I must base my decision based on the evidence that is available and has been provided for consideration. And I haven't seen evidence that satisfies me AA, or X, caused unnecessary damage that led to Mrs S needing to replace her roof in its entirety. Instead, I remain persuaded that this replacement was required due to the roofs condition, prior to the storm damage occurring. And that AA acted fairly, and in line with the terms and conditions of the policy, when declining Mrs S' storm claim.

It also follows that, as Mrs S chose to arrange for repairs to the fascia's herself despite AA's offer to complete these repairs, I'm unable to say AA have done something wrong here that requires additional compensation. As already set out, Mrs S can provide AA with an invoice for the work completed to repair these fascia's which AA have confirmed they will consider reimbursement for.

Finally, I turn to Mrs S' comments regarding the £350 compensation already offered. I recognise Mrs S feels this amount fails to adequately compensate her for the inconvenience she's been caused, and I've thought carefully about her reasons for this.

I note Mrs S has spoken about her mother's loss of opportunity to have a change of scenery, or utilise the equipment in Mrs S' home, as she was unable to access the property due to the scaffolding. But crucially, these are impacts felt by Mrs S' mother, rather than Mrs S herself. And my decision is only able to consider the impact felt by the policy holder, which is Mrs S. So, I'm unable to consider this when reaching my final decision.

That being said, I do recognise Mrs S would likely have incurred some inconvenience from this, needing to visit and spend time at her mother's house rather than her own that I don't dispute she wouldn't have done before. But crucially, I think the £350 already offered by AA is enough to compensate Mrs S for this, and all the other impact Mrs S had detailed.

I'm satisfied the £350 is a fair one, for all the same reasons set out within my provisional decision. And I haven't received additional information or evidence that persuades me my

original decision should change, as explained above. So, I'm satisfied this payment falls within our services well documented approach to awards for distress and inconvenience, which is readily available online and because of this, I'm not directing AA to do anything more.

### **My final decision**

For the reasons outlined above, I don't uphold Mrs S' complaint about AA Underwriting Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 23 April 2025.

Josh Haskey  
**Ombudsman**