

The complaint

Mr and Mrs R complain about AA Underwriting Insurance Company Limited's decision to decline their home insurance claim.

What happened

Mr and Mrs R made a claim in April 2024, for storm damage to their roof. They said hip tiles were dislodged following a storm.

AA's surveyor inspected the property, and in May 2024 AA declined the claim. Mr and Mrs R made a complaint.

AA issued a complaint response in May 2024. It said its surveyor didn't note any storm damage to the roof. It said the damage was caused by deterioration over time and this was not covered under the terms.

Mr and Mrs R referred their complaint to the Financial Ombudsman Service. They said AA relied on images of their neighbour's roof. They said their hip tiles had moved during the storm and they took their own pictures of the damage. They also said the mortar on the roof and tiles was not old and had been professionally replaced two years ago.

The Investigator didn't uphold the complaint. They said the policy definition of storm hadn't been met and they weren't satisfied storm was the main cause of damage. So they said AA's decision to decline the claim was fair.

Mr and Mrs R disagreed. They said there was a named storm at the time, and they provided a statement from a roofing company that said their roof was well maintained.

Because the complaint couldn't be resolved, it's 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.

When we consider complaints about storm damage claims, we take into account the following three questions:

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

If the answer to any of these questions is 'no', then we'd say it's reasonable for an insurer to turn down a claim for storm damage.

Were there storm conditions at Mr and Mrs R's property?

Mr and Mrs R's policy defines storm as a period of violent weather with wind speeds of at least 55mph.

The weather records say that on the relevant date there were dry storm conditions with wind speeds of up to 52mph. Whilst I appreciate this is less than the 55mph stated in the policy terms, I think this sort of weather can reasonably be considered a storm. I'm therefore satisfied the weather conditions were such that there was a storm.

Is the damage consistent with storm type damage?

Mr and Mrs R said the tiles on their roof had been dislodged. And in the right conditions, I think a storm could cause this to happen.

I've therefore gone on to consider the final question.

Was the storm the main or dominant cause of the damage?

AA's surveyor inspected the roof and said they couldn't identify any storm damage. But I agree with Mr and Mrs R that the images the surveyor took were primarily of the next-door neighbour's roof, and not Mr and Mrs R's roof. And I think it's more likely than not that the surveyor's comments on the ridge tile mortar were based on the neighbour's roof. So, in isolation, I don't find the surveyor's comments on the ridge tiles to be sufficiently persuasive.

But the surveyor's photos do include some of the hip tiles that formed part of Mr and Mrs R's roof. So, I think the surveyor did consider the hip tiles when they said they couldn't identify any storm damage. I do find this persuasive in the circumstances, so I've kept this in mind.

In addition to the above, Mr and Mrs R provided clear images of the damage they said was caused by storm. AA inspected these images and referred them to its in-house surveying team. Following this further review, AA concluded the original decision, to decline the claim due to deterioration over a period of time, was correct. AA said there was clear evidence of deterioration of the surrounding mortar holding the hip tiles in place.

I accept the initial surveyor likely commented on the condition of Mr and Mrs R's neighbour's ridge tiles. But I think AA did inspect the clear images of damage provided by Mr and Mrs R, in maintaining its decision to decline the claim. And having reviewed the images Mr and Mrs R provided, I think it was reasonable for AA to conclude the damage was due to wear and tear to the mortar, rather than storm. I say this because I can see from the images the mortar appears to have deteriorated, and there is evidence of some cracking to it.

Mr and Mrs R provided a statement from a roofer that said their roof was maintained well. But this doesn't include any comment on the likely cause of the damage Mr and Mrs R claimed for, or details and dates of any works carried out prior to the date of the damage. So overall, I'm not persuaded this statement shows AA's conclusions on the cause of the damage was wrong. And I've not seen further expert evidence to show the damage was caused by storm, and not wear and tear.

Overall, I consider it was more likely than not that the damage to Mr and Mrs R's roof was caused by wear and tear, and not storm. Whilst it seems the bad weather highlighted the problem with the mortar, I don't think storm was the main cause of damage. And because the policy excludes damage caused by wear and tear, I think AA acted fairly in declining the claim for damage to the roof.

AA's notes indicate Mr and Mrs R didn't intend to claim for any internal damage. In certain circumstances, that damage may be covered under accidental damage cover. But accidental

damage is an optional cover and Mr and Mrs R didn't take this out. So I've not considered this aspect further under this decision.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 9 January 2025.

Monjur Alam
Ombudsman