

The complaint

Mr and Mrs O complain about the decline of their home insurance claim by AA Underwriting Insurance Company Limited ('AA').

Much of Mr and Mrs O's dissatisfaction relates to the actions of agents (a surveyor) acting on behalf of AA. As AA have accepted responsibility for their agents' actions, in my decision any reference to AA can be interpreted as also covering the actions of their agents.

What happened

Mr and Mrs O's property suffered damage during a named storm (Eowyn) in January 2025. They let AA know and a surveyor was sent out to review the damage. The claim was later declined as AA said the storm highlighted significant long-term damage that had been occurring and this was excluded under the policy terms:

"General Exceptions

The policy does not insure the following:

1. loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes"

Mr and Mrs O made a complaint and AA didn't uphold it. They maintained the claim decline. As Mr and Mrs O remained unhappy, they referred the complaint to our Service for an independent review. Our Investigator considered the complaint and didn't recommend that it be upheld. As Mr and Mrs O didn't accept the recommendations, the complaint has been referred to me for a final decision.

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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

I'm very sorry to hear about the health and financial impact this claim and complaint has had on Mr and Mrs O.

In a recent email to our Service, Mr and Mrs O have referred to issues with the sale of the policy. They've said:

"At no point were we advised that we were expected to know, or to have independently verified, the condition of the roof or guttering. It is entirely unreasonable to expect policyholders to identify technical issues that only a trained professional could detect.

If the AA considers such information essential to assessing risk, then they should make this explicit in their questionnaire or arrange for their own surveyor to inspect

the property before issuing cover. Of course, they choose not to do this because it would be costly - yet they then rely on these undisclosed expectations as grounds not to pay out."

Those issues would first need to be raised with AA as a new complaint and won't be addressed in this decision.

What I am considering in this complaint is whether AA have fairly considered this claim in line with the policy terms before declining it. I've followed our Service's well-established approach to storm damage complaints. More details can be found here <https://www.financial-ombudsman.org.uk/businesses/complaints-deal/insurance/home-buildings-insurance/storm-damage> In summary:

- Did storm conditions occur on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with what we generally see as storm damage?
- Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?

Did storm conditions occur on or around the date the damage is said to have happened?

It's not in dispute that a storm occurred on the date of loss. I agree with Mr and Mrs O that this storm was a very severe weather event and this damage occurred during a historic named storm <https://www.metoffice.gov.uk/blog/2025/a-look-back-on-storm-eowyn>.

Weather data for the risk address on 24 January 2025 supports that there were storm force winds during a named storm event.

Therefore, the answer to this question is 'yes'.

Is the damage claimed for consistent with what we generally see as storm damage?

The reported damage was to guttering and the fascia. This type of damage is generally consistent with damage that might be seen following the wind speeds on the date of loss.

The answer to this question is also 'yes'.

Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?

The final question here has proven the most contentious.

Mr and Mrs O's position is:

- The property location, with a high exposed apex took the brunt of the excessive winds on the date of loss.
- The damage was caused by the high wind speed and not pre-existing issues - such as wet rot or wear and tear.
- They inspected some of the wood afterwards and cut through it, and found no signs of rot, only surface water ingress.

AA on the other hand say:

- Their surveyor concluded the damage was caused gradually, over time.
- The installation of UPVC cladding over the original timber caused corrosion of the fittings that secured the fascia/guttering.
- The storm highlighted longstanding issues.

Having carefully considered both positions and the evidence alongside our approach to these types of complains, on balance, I find that AA have fairly and reasonably considered

the claim before declining it in line with the policy terms. I say this because I'm most persuaded by the surveyor's report and find it was reasonable of AA to rely its' findings. I also note that AA offered Mr and Mrs O an opportunity to provide a counter report from another surveyor – which was fair, but they've not yet done this.

I've carefully considered what Mr O has said about the condition of the wood, but I'm more persuaded by the photos provided by AA. Although Mr and Mrs O refer to water on the surface of the wood, I find from some of the photos, AA's position of wet rot being present is fair. AA have concluded that this was likely caused by the design/installation of UPVC and I find that to be reasonable.

There can be little doubt that the strength of the wind on the date of loss likely *contributed* to the damage that has occurred. For AA to be able to fairly rely on the gradual causes term to decline the claim, they need to show that the proximate cause was not the wind strength. But proximate cause doesn't mean the last cause. It means the dominant, effective or efficient cause of the loss/damage. I find that because of the evidence in this complaint, AA have shown they can fairly rely on the proximate cause to be gradual causes/deterioration over time, that has weakened the integrity of the wood and/or the fittings that secured the fascia and guttering.

My decision will no doubt disappoint Mr and Mrs O, but it ends our Service's involvement in trying to informally resolve their dispute with AA.

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 O to accept or reject my decision before 12 January 2026.

Daniel O'Shea
Ombudsman