

The complaint

Ms O's complained that AA Underwriting Insurance Company Limited unfairly declined the claim she made when her boundary wall collapsed.

Ms O's been represented in her claim by Mr B. References in this decision to comments and submissions made by Ms O include those made by Mr B on her behalf.

What happened

At the start of 2025, the boundary wall to the rear of Ms O's property collapsed. So she contacted AA to make a claim.

AA sent a surveyor to inspect the damage. The surveyor concluded the wall had collapsed as a result of pressure exerted on it by retained soil, which was increased by two trees growing up against it. AA concluded this was gradual damage – which wasn't covered by the policy.

Ms O challenged AA's conclusion. She said the wall had been blown down during a named storm which had struck the area. In their response, AA said that winds in Ms O's area during the storm didn't reach a sufficient speed to meet the policy definition of "storm". They had the surveyor's findings reviewed and confirmed they didn't support a finding that the wall's collapse was caused by a storm – or by any other insured peril – but was consistent with a gradual deterioration. So they didn't uphold Ms O's complaint.

Ms O wasn't satisfied with AA's response and brought her complaint to the Financial Ombudsman Service. Our investigator reviewed the information provided by both parties and concluded AA didn't need to do anything more to resolve the complaint. She was satisfied the evidence didn't support that a storm which met the policy terms had occurred. And she thought their conclusion that the wall collapsed due to the pressure of soil and nearby trees.

Ms O didn't agree with the investigator's view. So I've been asked to make a 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.

Having done that, I'm not upholding Ms O's complaint. I'll explain why.

We expect insurers to deal with claims fairly and reasonably. The starting point for deciding if they did that is the policy terms.

Ms O's policy defines a storm as:

- "a) Wind with gusts of at least 48 knots (55mph) and/or,*
- b) Heavy rainfall at a rate of at least 25mm per hour and/or,*

c) *Snow to a depth of at least one foot (30cms) in 24 hours and/or,*

d) *Hail that causes damage to hard surfaces or breaks glass.”*

I've reviewed the information available about the weather on the day in question. That shows the peak gust of wind on the day in question as 43mph. Mr B has disputed this on behalf of Ms O. But he says the gusts peaked at 48mph. So, even accepting what he says, the policy definition of a storm isn't met. That means I can't say AA's conclusion was unfair.

Mr B has said that Ms O wasn't provided with a definition of "storm" – so AA should settle the claim, on the basis there's no dispute there was a named storm at the time. And he's referred to a previous decision made by an ombudsman for our service, which decided winds of 48mph did constitute a storm.

I've thought about this. We decide each case on its own merits. So a previous decision upholding a storm complaint where there were winds of this level doesn't mean I have to uphold this one. But, in any case, the decision Mr B refers to dealt with a case where the policy didn't define a storm. That's not the situation here, because Ms O's policy does give a definition.

Mr B says Ms O hasn't ever received policy documentation providing that definition. Even if that were the case, that wouldn't mean the policy terms didn't apply – although some redress might have been due to Ms O for not providing the information. But AA have provided a copy of the letter sent to Miss O when she bought the policy. That lists the documents relating to the cover as:

- *“About your contract with us - who we are, what we do, what we charge and if you change your mind*
- *Statement of Fact - the information we hold about you, and your cover*
- *Insurance Product Information Documents - a summary of your cover*
- *Policy Booklet - the finer details about your cover”*

These were correctly addressed to Ms O at the property. She produced the statement of fact and insurance product information document during the investigation. So I've no reason to say the policy booklet – which sets out the definition - wasn't received.

Mr B has also submitted on behalf of Ms O that AA's surveyor was wrong to conclude the damage to the wall wasn't caused by a storm. I'm not an expert. So I can't say why the wall collapsed. But I've seen the surveyor's report. And I note AA had those conclusions checked and confirmed as part of the complaint process, as well as considering whether there was any other insured peril which might provide cover for what had happened. Overall, I think they considered the claim fairly.

I understand that Ms O is unwell and this has been made worse by what's happened. I'm sorry that's the case. But I can only say AA should do more if I don't think they've dealt with her fairly. I've explained above why I don't think they've been unfair. And so I don't think they need to do any more to resolve her complaint.

My final decision

For the reasons I've explained, I'm not upholding Ms O's complaint about AA Underwriting Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 9 January 2026.

Helen Stacey
Ombudsman