

## The complaint

Mr B complains that AA Underwriting Insurance Company Limited (“AA”) unfairly declined a storm damage claim he made on his property insurance policy.

## What happened

Mr B held a property insurance policy underwritten by AA. Following Storm Eowyn in January 2025, he said his flat roof had been lifted off due to high winds, causing damage. Mr B arranged urgent repairs and reported the claim to AA, who told him to provide photos of the damage, the repairs, and send in an invoice for the costs.

AA considered the claim but ultimately declined it. They said street view images showed a crack to Mr B’s fascia and that the bitumen felt and ridge tiles had reached the end of their life and failed due to gradual deterioration. Mr B raised concerns that AA’s rejection of his claim referred to a site visit when none had occurred. So, AA arranged for a surveyor to attend the property. Their report noted that the roof covering (felt on tar) was likely over 20 years old, showing surface crazing, and said the bond between the felt and timber had degraded over time. Mr B remained unhappy with AA’s response to his complaint – so, he brought it to this Service.

While the complaint was being considered, AA then carried out a further review and said they had identified some service level issues when handling the claim and offered £350 compensation. I then issued a provisional decision on the complaint, and I said the following:

*“The relevant rules and industry guidance say AA should handle claims promptly and mustn’t decline them unfairly. Mr B’s policy provides cover for damage caused by storm, but AA says the cause of the damage was wear-and-tear related, and not a single insured event.*

*When looking at a storm claim complaint, there are three issues I need to consider:*

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

*Only if the answer is ‘yes’ to all of these questions would I consider this claim should be paid. So, I’ve considered these in turn below when deciding how AA handled the claim overall.*

*In relation to point one, Mr B’s policy defines a storm as a period of violent weather with “Wind Speeds with gusts at least 48 knots (55mph, equivalent to Storm Force 10 on the Beaufort Scale)”. I’ve considered weather records for where Mr B lives, and this shows wind gusts of up to 83mph in January 2025. So, I’m satisfied storm force winds were experienced around the time Mr B’s property was damaged.*

*In relation to point two, the evidence shows that Mr B's roof's "ridge tiles had detached and the complete flat roof covering on the front dormer had detached". I'm persuaded damage of this nature could be caused by strong winds and so I'm satisfied this damage is consistent with the typical damage caused by a storm.*

*However, in order to answer 'yes' to the third question; I'd need to be satisfied that the storm was the main or dominant cause of the damage suffered. But having reviewed all the available evidence; I'm persuaded the evidence shows the storm simply highlighted an existing problem.*

*The evidence records that Mr B's roof covering was bitumen-based felt; likely more than 20 years old, which showed surface crazing and deterioration to the bonds between the felt and the underlying timber. The report that AA commissioned explained that over time the molten bitumen had broken down, reducing adhesion so that the covering lifted under pressure. I'm satisfied that description is consistent with long-term deterioration, rather than a single one-off event.*

*I appreciate that Mr B has explained that he had repairs undertaken on the roof in 2024 and that no issues were reported at that time. I accept that work was done to the ridge tiles, but both his own invoice and AA's surveyor's findings indicate the underlying felt was not replaced. On balance, I think the storm winds acted on a covering that had already reached the end of its serviceable life. And while the storm provided the trigger, I think the evidence supports that the root cause of the failure was gradual wear and tear. Therefore, it follows that while I am satisfied there was a storm, I'm not persuaded it can be demonstrated on the available evidence that the storm was the sole or dominant cause of the damage.*

*Having reached a conclusion on the cause of damage, I've next considered how AA handled Mr B's claim. While I agree with the claim outcome AA reached, I don't think their initial handling of the claim was fair and reasonable and I think they caused additional distress and inconvenience to Mr B. I can see they declined the claim before they had carried out their own inspection and partly relied on online street view images, which I think was an unfair basis to reach a claim decision on in this instance. Additionally, I think AA should have requested evidence of the 2024 roof repairs Mr B undertook before making a final claim decision. I think these instances of poor claim handling would have left Mr B feeling frustrated and like AA had made the claim decision prematurely. So, it follows that I'm satisfied they should pay a sum of compensation to reflect the impact their actions had.*

*I can see AA made an offer of compensation of £350. And the Investigator previously outlined why they felt that was fair in the circumstances. So, I've thought about whether that's enough compensation to put things right. Having done so, this is more than I would award in similar circumstances. So, while I do not intend to change it, I'm overall persuaded it creates a fair and reasonable conclusion to this particular complaint.*

I concluded that I intended to uphold the complaint in part and to direct AA to pay £350 compensation for distress and inconvenience. I invited both parties to reply to my provisional findings, but neither party provided any new information for me to consider. Therefore, as both parties have now had an opportunity to provide a response, I will set out my final decision below.

### **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.

As neither party has provided any further information for me to consider, I see no reason to reach a different conclusion than I did previously. I appreciate my decision will be disappointing to Mr B. And I don't underestimate the emotional and financial impact this event would have caused him. But ultimately, my role is to decide whether AA acted fairly and reasonable and in line with the policy's terms. Having done so, and for the reasons I have given, I am satisfied that they have fairly declined to cover the damage, but that paying compensation of £350 is fair and reasonable.

### **My final decision**

For the reasons I have given above, my final decision is that I uphold this complaint in part. I direct AA Underwriting Insurance Company Limited to:

- Pay £350 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 December 2025.

Stephen Howard  
**Ombudsman**