

The complaint

Mr F has complained about AA Underwriting Insurance Company Limited (AAUICL)'s decision to decline a claim he made for under his home insurance policy.

What happened

Mr F made a claim to his insurer, AAUICL following damage to his roof which led to water damage to his home. He said the damage had been caused accidentally when his neighbour's roof was lifted up during strong winds.

Mr F provided photos of the damaged roof and internal damage to AAUICL. AAUICL instructed a Surveyor to attend and provide a report.

On reviewing the report, along with the photos provided by Mr F, AAUICL said the cause of damage was gradual and not caused by an insured peril. As it excluded cover for damage caused gradually, AAUICL declined Mr F's claim. And it excluded cover for accidental damage – which Mr F had – in these circumstances.

Our Investigator thought AAUICL had acted reasonably in declining the claim. Mr F didn't agree and provided statements from his neighbour and the roofer who carried out the repairs to his home, including a new roof. The roofer said that but for the strong winds, Mr F's roof wouldn't have been damaged and was in sound condition.

Our Investigator found the information provided by AAUICL more persuasive as it was based on photos which it says showed ongoing damage to the roof before the event.

Mr F didn't agree and wants an ombudsman 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.

Mr F's policy with AAUICL provides cover for specified insured events such as storm, flood or fire. Mr F had additional cover for accidental damage to the buildings and contents of his home. However, AAUICL's policy has general exclusions which aren't unusual. The policy says:

“General exceptions This 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.”

So, although Mr F had accidental damage cover, the policy excludes this cover in the above circumstances.

Mr F and the roofer who carried out works to replace the roof say the damage wasn't caused gradually. They say the roof was in otherwise sound condition – and but for the strong winds which caused the neighbour's roof to lift up, Mr F's roof would have maintained and the damage wouldn't have occurred.

However, I've looked at the photos which Mr F provided – alongside what AAUICL says about them. And I've considered that the Surveyor AAUICL instructed to inspect the damage and provide a report wasn't in receipt of the photos – and the damage had been temporarily

repaired at the time of his inspection. So the photos which Mr F provided immediately after the event show more than the Surveyor was able to see when he visited.

From the photos it shows that the damage has been caused by the join between the two roofs which separated. The Surveyor reported that he suspected moisture had been ingressing for some time. He noted that temporary repairs had been previously carried out to the join.

The Surveyor went on to say that the policy provided cover for the external damage to the property. And so I can understand why Mr F is unhappy that AAUICL didn't agree with the Surveyor's proposal. I've also taken into account the additional photos provided by Mr F, and the statements provided by his neighbour and the roofer. The roofer says that the roof was in sound condition and the damage only occurred when the neighbour's roof lifted up.

However, AAUICL reviewed the photos provided by Mr F and these showed rot damage beneath the roof sheet. We know that rot is something that doesn't occur suddenly. And so given that Mr F took the photos immediately after the damage occurred, AAUICL was satisfied this evidenced that the damage had been caused over time and not by a one off sudden event. I'm of the view that the photos carry more weight, which means that I think the evidence overall shows that AAUICL's decision to decline the claim was reached in a fair and reasonable way.

My final decision

I'm sorry to disappoint Mr F. But for the reasons I've given above, 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 F to accept or reject my decision before 6 February 2024.

Geraldine Newbold
Ombudsman