

The complaint

Mr W complained about the customer service he received from AA Underwriting Insurance Company Limited when he tried to raise a claim under his home insurance policy.

What happened

Mr W called AA to see whether he could make a possible claim for water ingress following storm damage to his roof. He explained that he knew he was making the claim late, but he'd only just realised the cost of the repairs for his ceiling. The roof had already been repaired. Mr W confirmed the event took place in May 2021. He tried to raise his claim in March 2023.

AA went through the details with Mr W but it said the rainfall for the date in question wasn't excessive enough to be classed as a storm. AA provided further clarification of how it determined a storm event, and also said it would be difficult to validate a claim from more than 18 months ago. Mr W asked AA whether that was the case even with the video evidence he had of the rain coming through his ceiling. Again, AA confirmed that the weather data didn't reflect a storm event.

At this point, Mr W asked whether AA thought he was lying and couldn't consider a claim. The agent repeated that the weather at the time wasn't classed as a storm and, while not disputing the content of the video, it wouldn't be enough evidence.

Mr W asked to raise a complaint, and the agent checked if that was about the customer service. Mr W said it was. He said AA hadn't considered the video evidence and it had made a quick decision. The agent disagreed and explained again that the decision was based on the weather data and the late notification. The agent also said that if Mr W wanted to go through a claim report and register the claim that could be done, but they were just saying the weather data didn't support a storm claim.

Mr W said he wasn't interested in the weather data, and the agent asked him again whether he wanted to register a claim. He said he did, so the agent then worked through the claim form with him.

Later, AA listened to the call and issued a final response to Mr W in May 2023 not upholding his complaint. So, Mr W brought his complaint to us.

I issued a provisional decision in January 2024 explaining that I was intending to not uphold Mr W's complaint. Here's what I said:

provisional findings

The regulator's principles say that firms must act in the best interests of their customers and treat them fairly. My role is to look at how AA handled Mr W's question about raising a claim and decide whether it acted in line with those principles.

The complaint Mr W raised with AA during the call was that it made a quick decision without considering any evidence. Mr W's call started out with him saying he thought it was worth asking whether he could make a claim.

In its evidence, AA said agents taking the first notification of loss call are expected to manage expectations, "if they are made aware of reasons a claim is unlikely to be covered in order to make sure that [policyholders] are making an informed decision about making a claim on their insurance policy".

I listened to the call recording, and I think AA did try to act in Mr W's best interests. That's because:

- *it confirmed the weather data didn't reflect conditions which it would class as a storm for the purpose of a claim, and*
- *given that around 18 months had passed since the water ingress, it wouldn't be able to validate a claim.*

The policy says, under the heading of "If you need to claim",

- *Check your policy and your Statement of Insurance carefully to make sure that the loss or damage is covered under this insurance.*
- *Phone the authorised insurer shown on your policy, on the number shown on your Statement of Insurance as soon as possible to report the loss or damage. They will tell you how to proceed with your claim.*

Therefore, I think AA emphasised the cover available under the policy and the late notification because Mr W had already made it aware of reasons his claim was unlikely to be covered.

I've thought about whether AA treated Mr W fairly in the circumstances. I can't reasonably say that Mr W was only asking for advice about whether to make a claim. However, I don't think the content of the call reflects poor customer service.

AA explained why it didn't think the claim was covered, and I think the advisor gave fair and reasonable explanations about both the storm conditions and the late notification. Mr W seemed to accept the explanations to begin with, and I note he even told AA at the beginning of the call that he was aware he was late to notify it of a claim. Nevertheless, AA offered to register a claim.

When I listened to the call, I heard the agent try to offer to register a claim, but Mr W was speaking at the same time so the agent cut the sentence short. The agent then made another offer in full, but Mr W didn't respond to it. Instead, he continued to comment on the relevance of the weather data. AA made a third offer, which was the one Mr W heard and said he would like to raise a claim. Based on this evidence, I can't reasonably say that AA led Mr W to believe he couldn't make a claim.

Overall, the evidence persuades me that AA tried to look after Mr W's best interests because it explained why a claim was unlikely to be covered under the policy. However, AA did offer

to register a claim and went on to do so during that same call. I think AA treated Mr W fairly in the circumstances. Therefore, I'm minded not to uphold his complaint.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

responses

Neither Mr W nor AA responded to my provisional 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 so, I've decided not to uphold Mr W's complaint.

In the absence of a response from either party, I looked at the evidence again to satisfy myself that the outcome in my provisional decision was fair and reasonable.

I remain of the view that AA simply managed Mr W's expectations about the unlikely success of a late claim. Therefore, I think AA acted in his best interests and I don't find that AA treated Mr W unfairly.

So, based on the evidence available, I see no reason to require any action of AA in respect of Mr W's complaint.

My final decision

For the reasons I've explained above, and in my provisional decision, my final decision is that I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 6 March 2024.

Debra Vaughan
Ombudsman