

The complaint

Mr and Mrs A are unhappy about AXA Insurance UK Plc's decision to turn down a storm claim made under their home insurance policy.

All references to AXA include its appointed agents.

What happened

Mr and Mrs A raised a claim on their home insurance policy with AXA for damage to an outbuilding. They said the damage was caused by high winds during a storm which had blown off the roof of the outbuilding and caused some structural damage.

AXA said it couldn't be shown that the storm was the primary or effective cause of the damage to the outbuilding. Rather, AXA said the outbuilding hadn't been installed correctly; it considered the outbuilding was in an exposed area and so needed a 'storm kit' installed in line with the manufacturer's guidelines. So, AXA applied a policy exclusion for faulty workmanship to turn down the claim.

Mr and Mrs A weren't happy with AXA's response and referred the matter to our service. In summary they said:

- Neither the manufacturer nor installer had recommended the storm kit when they bought the outbuilding.
- None of the storm kit components attach to the roof, and so the storm would've caused the damage being claimed for in any event.

Our investigator looked at everything and didn't recommend the complaint be upheld. They concluded that on balance, the outbuilding was in an exposed area and so a storm kit should've been fitted. They noted that in addition to the roof, there was structural damage which may have been prevented by a storm kit. They couldn't conclude the storm was the main cause of the damage and they said AXA had acted fairly in turning down the claim.

Mr and Mrs A disagreed with our investigators findings and asked for an ombudsman's decision. They added:

- The initial storm event didn't compromise the integrity of the structure – this happened in the following days after the roof had been blown off.
- That having a storm kit fitted or not is irrelevant; the wind got under the veranda and ripped off the roof as it was one panel covering the whole outbuilding.
- There are trees and structures which cover three sides of their property.

The complaint was passed to me and on 27 October 2022 I issued a provisional decision where I concluded that I intended to reach a different outcome to our investigator. I've repeated an extract below:

"My role is to decide whether AXA's decision to turn down the claim was fair and reasonable in the circumstances."

I've looked at the terms and conditions of Mr and Mrs A's policy. Whilst this does cover storm damage, it doesn't exclude faulty workmanship. And I can't see a more general exclusion for faulty workmanship either. So, it wouldn't be reasonable for AXA to rely on an exclusion which isn't in Mr and Mrs A's policy terms to turn down the claim.

I presented this finding to AXA and in response it accepted there wasn't an exclusion for faulty workmanship. But it also said that the surveyor's notes indicated there weren't storm conditions at the time Mr and Mrs A claimed. And that local weather records showed a maximum wind speed of 51mph on the day of the claim.

AXA referred to the policy definition of storm which states,

"A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)*...*

*...*Equivalent to Storm Force 10 on the Beaufort Scale."*

AXA accepted that it wasn't ideal this hadn't been brought to Mr and Mrs A's attention when the claim was turned down. So, it offered to compensate Mr and Mrs A for mismanaging their expectations.

In order for there to be a valid claim, it must be shown that an insured event took place – in this case a storm. I think the definition of storm in Mr and Mrs A's policy is clear, so it needs to be shown that the wind speeds were at least 55mph on the day they claimed the outbuilding was damaged.

I'm aware that weather records can vary based on a property's circumstance or location. So, I requested a report from an additional weather record system to see if any wind speeds of at least 55mph were recorded. This additional report also recorded a maximum wind speed of 51mph on the day of the claim.

Therefore, I am unable to conclude there were storm conditions as defined in Mr and Mrs A's policy which would require AXA to engage with the claim.

As I find no reasonable basis for the claim to succeed in any event, I accept that whilst AXA should've told Mr and Mrs A that it didn't think there were storm conditions, ultimately, this didn't impact on its decision to turn down the claim.

Therefore, I agree that AXA should compensate Mr and Mrs A for mismanaging their expectations around the claim outcome. And I find a payment of £150 to be fair and reasonable in the circumstances."

Developments

AXA accepted my provisional findings. Mr and Mrs A disagreed. They provided weather data from their local area which they said showed storm conditions on the date of the loss, and in the following days.

Mr and Mrs A also provided comments on our service's overall approach to storm claims and said they believed this was relevant to their claim.

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 not been persuaded to change my mind about what I've seen. I'll explain why below.

I've focused on the weather conditions on the date of loss and not in the following days. This is because the structure Mr and Mrs A are claiming for was already damaged by then. So, any consequential damage by winds that could be classed as storm force wouldn't be the predominant cause of the damage but rather, would've highlighted damage from the date of the loss.

Mr and Mrs A have set out our service's approach to storm complaints from our website and shown why they think their claim should succeed. But our approach also states: *"We'll look at the policy wording too... Sometimes we'll look at reports from more than one weather station to understand what sort of conditions the customer's property is likely to have experienced."*

The key issue in this complaint is that Mr and Mrs A's policy *does* define "storm" as I set out above, so there is a required wind speed for the policy to engage.

I've considered the weather records Mr and Mrs A provided. These do show wind speeds in the surrounding areas which meet the policy definition of a storm. I've weighed this up carefully against the two weather reports I've already seen (which indicated a maximum gust of 51mph). Having done so, I'm not persuaded that the weather data provided by Mr and Mrs A gives me a more accurate picture of the wind speeds at their property than what I've already seen.

I do accept that the wind speeds on the date in question are borderline, but as I'm not satisfied the policy's storm definition was met, it would be unreasonable for me to require AXA to pay the claim.

Therefore, having reconsidered everything, my position remains that I find no reasonable basis for the claim to succeed in any event.

Our service doesn't punish either party for mistakes made during a claim. So, whilst AXA accepts it should've told Mr and Mrs A about its "no storm" concerns earlier, ultimately, I find it's acted reasonably in turning down the claim. So, I'm satisfied that the compensation I've recommended fairly reflects the impact to Mr and Mrs A in the circumstances.

For these reasons, I uphold Mr and Mrs A's complaint in part.

My final decision

My final decision is that I uphold this complaint in part and require AXA Insurance UK Plc to pay Mrs A and Mr A £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 9 December 2022.

Dan Prevett
Ombudsman