

The complaint

Mr D complains about AXA Insurance UK Plc (“AXA”) for declining his claim for damage to his home during a storm. He wants AXA to settle his claim.

What happened

Mr D lives in a period property. He insured his home with AXA.

In February 2022, Storm Eunice hit the area of Mr D’s home. Substantial damage was caused in the area and hedges were uprooted.

Tiles were blown off Mr D’s roof, and were blown onto a lower roof, causing damage to the lower roof and smashing a skylight. Mr D submitted a claim to AXA. AXA engaged a third party to handle the claim.

A surveyor was sent to Mr D’s home, and he recorded a voice recording of his assessment and took some photographs. The surveyor considered that there were signs of wear and tear to the upper roof and that it was therefore excluded from cover. He indicated that the lower roof was in good condition and could be covered if Mr D held accidental damage cover, but as he did not, the surveyor considered that this damage too was not covered.

Mr D complained to AXA. He provided evidence of repairs and maintenance he had commissioned in 2020 and argued that the roof was in good condition prior to the storm.

AXA sent its final response maintaining its decision to decline the claim. AXA offered Mr D £25 to reflect a delay in responding to him. Mr D was unhappy and contacted us.

Our investigator agreed with AXA and thought that the main cause of the damage was wear and tear and so was excluded. He did not recommend that AXA do anything further.

I have issued two provisional decisions in respect of this matter. One in December 2022 and then a further provisional decision in January 2023, after Mr D submitted an expert’s report.

In my initial provisional decision, I set out that I considered that the complaint should be upheld, and AXA should reimburse the costs Mr D has incurred in carrying out repairs.

Both parties responded to that decision.

Mr D argued that the roof repairs he had carried out were of a different material than the original tiles and he is concerned that this devalues the property. AXA argued against my view that the storm had been the main cause of the damage.

I addressed AXA’s arguments in my second provisional decision and AXA has not made any further comments since that time.

I acknowledged Mr D's concern that his choice of replacement tile was affected by having to fund the repairs privately, and I indicated that if he considered his home had lost value as a result, he could submit evidence of this to AXA to have AXA consider this.

Mr D has now responded to my second provisional decision. He has obtained a report from an estate agency indicating the writer's view that the value of the property may be impacted by the choice of tiles and I understand he wishes me to consider this within this complaint.

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 no substantive arguments have been received in response to my second provisional decision, I remain of the view expressed there.

I am satisfied that the answers to the three questions we consider when looking at storm claims were yes, and that Mr D's claim ought to have been successful.

I therefore uphold Mr D's complaint and direct AXA to put matters right.

I consider that AXA's decision to decline the claim caused Mr D financial effects, in that he had to pay privately for repairs to the roof. I consider that AXA must reimburse Mr D for these costs, along with interest at a rate of 8% per annum from the date he paid out his expenses up until the date of settlement.

AXA must also reimburse Mr D for the costs of his expert report, with interest as set out above.

I do not include any difference in value for Mr D's property in this direction as I do not have sufficient information on this. I appreciate that Mr D has obtained an opinion on the property value, but as this potential loss has not been put to the business or considered as part of a claim or complaint, it is premature for this to be considered within this complaint.

As I set out in my second provisional decision, if Mr D considers that there has been a provable loss in value of his home then he should submit his evidence and reasons for this to AXA to consider. AXA must then consider this and respond to Mr D, setting out its reasons for its decision. If he remains unhappy at AXA's response, he may raise a further complaint with our service in due course.

I also remain of the view that Mr D has experienced substantial distress and inconvenience due to AXA's decision and I direct that AXA pay him £400 compensation to reflect this.

My final decision

For the reasons given above, and in my provisional decisions, I uphold Mr D's complaint and direct AXA Insurance UK Plc to:

- Settle Mr D's claim, and reimburse him for the costs of repair he has already incurred;
- Reimburse Mr D for the cost of his expert report;
- Add interest at a rate of 8% per annum to any expenses to be reimbursed to Mr D (from the date of payment up until the date of settlement);

- Consider any evidence of loss which Mr D submits relating to his choice of tile, and provide him with a reasoned decision in relation to that claim; and
- Pay to Mr D £400 compensation for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 March 2023.

Laura Garvin-Smith
Ombudsman