

The complaint

Mr and Mrs B complain about how AXA Insurance UK Plc handled and settled a claim they made under their home insurance policy for storm damage.

What happened

Mr and Mrs B purchased a household insurance policy via an insurance broker. This policy is provided by AXA and covers the period from 20 August 2021 to 20 August 2022.

Mr and Mrs B say their external wall and an outbuilding suffered significant damage following a storm that happened between 25 and 29 November 2021. They were away from their property at the time but reported the damage promptly on returning home.

AXA recorded the claim and appointed a surveyor to attend Mr and Mrs B's property and provide an opinion on the cause of damage. I'll refer to this agent as "C".

C visited Mr and Mrs B's property on 19 January 2022 to undertake an inspection. After this visit C submitted images and a report to AXA. But this didn't happen until 10 March 2022. So, there was a delay of just under 2 months in C notifying AXA of what it thought had caused the damage it had seen.

When C reported to AXA on the cause of damage, it stated that it couldn't validate the claim for the outbuilding as this structure had been removed prior to the inspection. So, it couldn't confirm whether the damage had been caused by a storm. C also told AXA it thought the wall had suffered age related wear and tear and that the adverse weather conditions had merely highlighted its pre-existing condition.

AXA declined Mr and Mrs B's claim based on C's opinion – it said it couldn't progress the claim for damage to the outbuilding due to its removal. And it repudiated the claim for the wall as it said the storm wasn't the dominant cause of the damage because this was wear and tear related, which was excluded by the policy.

Mr and Mrs B weren't happy with how AXA proposed to resolve their claim and complained. They said their neighbours had suffered property damage during the same storm. They also disputed C's opinion on the cause of the damage, stating that the condition of the wall was good as it had been inspected and maintained just months prior to the damage occurring. Mr and Mrs B argued that they'd had no option but to remove the outbuilding due to health and safety concerns and that the outcome of their claim shouldn't be prejudiced by that.

AXA investigated Mr and Mrs B's concerns but maintained its stance that the damage to their wall wasn't caused by a one-off storm event as was required by their policy. And it said it couldn't assess the damage to the outbuilding because this had been removed prior to C's site inspection. It therefore didn't uphold their complaint about the way it had settled this claim. However, it recognised there had been a delay in C reporting its findings following its site visit to Mr and Mrs B's property and paid £100 compensation to acknowledge that delay.

Being dissatisfied with how AXA had dealt with their complaint Mr and Mrs B referred it to our service. Our investigator looked into what had happened and initially concluded that AXA hadn't acted unfairly in repudiating the entire claim. They thought there was evidence of age-related wear and tear to the wall and thought this was the dominant cause of damage. They also agreed with AXA's stance that the outbuilding claim couldn't be assessed as the building had been demolished prior to the site visit taking place. And they thought the compensation paid for delay was fair and reasonable.

AXA agreed with our investigator's assessment of this complaint. But Mr and Mrs B didn't. They agreed that the compensation was fair and reasonable. But they provided a previously unseen report to our service from a company, which I'll refer to as "P". This report showed that P had inspected Mr and Mrs B property before and after the storm and they said it supported their view that the outbuilding and wall had suffered damage due to the storm.

Our investigator reassessed the claim with the new evidence in mind and was persuaded that the report demonstrated the wall had been in a good state of repair just months before the storm. They therefore thought adverse weather was the most likely reason for the damage that had occurred and asked AXA to settle the claim for damage to the garden wall in Mr and Mrs B's favour. But their opinion regarding the claim for the outbuilding remained unchanged. So, they said AXA didn't need to pay that part of the claim.

Both AXA and Mr and Mrs B rejected our investigator's second view of this complaint and asked for this complaint to be referred to an ombudsman.

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.

Our service assesses complaints independently within a fair and reasonable remit – we don't act for either a consumer or a business. And I want to assure Mr and Mrs B and AXA that, in considering this complaint, I thought very carefully about what happened here.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities. I'd like to thank Mr and Mrs B and AXA for the level of detail contained within their submissions. I've read and considered all the information provided and if I haven't specifically referred to a point made it isn't because I haven't considered it. My decision will focus on what I think are the key issues –namely whether AXA acted reasonably in handling and determining this claim.

Our investigator recommended partially upholding this complaint because they were persuaded that a storm was the dominant cause of damage for the wall. However, they were satisfied that AXA had acted fairly in declining to progress the claim for the outbuilding because it had been demolished prior to C's site visit. So, the cause of damage couldn't be assessed. Our investigator was also persuaded that the compensation awarded to Mr and Mrs B as a result of the delay in C providing its report was fair and reasonable.

As I set out in the background to this complaint, Mr and Mrs B accept our investigator's conclusions regarding the compensation paid for delay. So, I'm not intending to comment on that part of the complaint within this final decision. I'll concentrate my comments on whether I think our investigator reached a sound and defensible conclusion that the garden wall was damaged by a storm and whether AXA acted fairly in declining to assess the claim for the outbuilding.

I'll start with the claim for the outbuilding, which Mr and Mrs B state was damaged by a storm in late November 2021.

I've had sight of the report from C, which includes images taken of the outside of Mr and Mrs B's property and grounds. It's clear from the content of C's report and the images that the outbuilding was demolished prior to the site visit taking place.

Mr and Mrs B say the outbuilding was removed due to concerns relating to health and safety. However, demolishing a structure that was the subject of a claim meant that an inspection wouldn't be able to take place. So, demolition prejudiced AXA's ability to progress the claim by removing its opportunity to assess the damage.

I have no doubt that, if Mr and Mrs B had contacted AXA to ask whether they could remove the outbuilding prior to C's inspection, it would have instructed them to leave the structure in situ in whatever condition it was in. I agree with our investigator's view that our service can't fairly direct AXA to settle a claim for something it wasn't afforded the opportunity of assessing.

Mr and Mrs B have provided our investigator with an image depicting part of the damaged outbuilding. There's corrosion present, which isn't something caused by a storm. It's age-related wear and tear damage. This demonstrates that, it's more likely than not, the structure wasn't in good condition prior to the storm. However, I can't comment further than this on the outbuilding due to the limited visual evidence available. So, the image our service received doesn't take the assessment of this complaint any further forward.

Turning to the external wall, there's no dispute that damage occurred to this structure. However, there's disagreement as to the cause of the damage and the correct outcome of this part of the claim.

Mr and Mrs B's policy with AXA provides cover for damage caused by a range of perils that might happen. These are specific one-off events and include storm, for example. But, for a claim to be successful, the onus rests on Mr and Mrs B to show that the damage to their wall was caused by one of the perils listed in their policy.

There are three conditions that need to be met before this service would say a claim for storm damage should succeed. Those are:

1. Is there evidence that there was a storm around the date of the damage?
2. Is the damage consistent with what we would normally consider storm damage?
3. Was the storm the main cause of the damage?

I have re-assessed Mr and Mrs B's complaint with these three questions in mind. The answer to all three questions needs to be 'yes' for this service to be able to recommend that a storm complaint is upheld.

In weighing up the first question, I can see that Mr and Mrs B's policy defines the word 'storm'. I've noted that definition but, here, I don't need to consider whether the weather recorded at around the time the damage occurred meets the policy definition because, AXA doesn't dispute there were storm conditions in Mr and Mrs B's locality in late November 2021. So, I can answer question one affirmatively.

Turning to question two, I've thought about whether the damage claimed is consistent with damage a storm typically causes. Like our investigator, I'm satisfied that damage to an exterior wall is something that could be expected following a storm. So, I'm able to answer this question affirmatively.

I'll turn now to the issue of whether I think the storm was the main cause of the damage in this instance.

In support of their claim, Mr and Mrs B have provided a report from P who appears to have over 45 years' experience in building repairs. So, I'm satisfied P is suitably qualified to offer an opinion on the potential cause of damage to a structure such as, here, an external wall.

P inspected the wall in August 2021 as part of restoration works that were to be undertaken. The inspection was about 3 months prior to the storm. P's report documents a thorough inspection of the wall and, like our investigator, I'm persuaded that before the storm the external wall was "*in sound structural condition*".

P's report confirms that "*the pointing in general was good*". The only concern was the decorative finish of the wall, which I'm satisfied wouldn't have compromised the structure of the wall as no remedial work was recommended or necessary. If there'd been any concerns regarding wear and tear, I'm persuaded that these would have been documented given such a detailed report.

P inspected the wall again, this time following the storm. So, P was able to compare the condition of the wall pre and post storm. Having done so, it assessed that the way in which the wall collapsed was consistent with storm damage because a wall failing due to age related wear and tear would bulge and slump. These are things that would happen gradually.

If the wall had been deteriorating gradually, as C believes it was, I'd expect bulging and slumping to have been present when the wall was inspected by P prior to the storm. However, this wasn't observed and I think this supports the view that the wall was in sound structural condition prior to the storm.

Based on P's report, I think AXA should settle the claim for damage to the wall in Mr and Mrs B's favour. I'm satisfied that it's more likely than not that the dominant cause of damage was due to the storm. P's opinion on what caused the wall to fail discredits C's view that the damage was due to age-related wear and tear. So, I'm satisfied that Mr and Mrs B have shown that the damage to their wall was caused by one of the perils listed in their policy.

For the reasons set out above, I'm upholding this complaint in part and directing AXA to settle Mr and Mrs B's claim to for the damage to their wall.

Putting things right

In order to resolve this complaint, I'm directing AXA Insurance UK Plc to settle Mr and Mrs B's claim for the damage to their wall.

My final decision

My final decision is that I uphold this complaint in part. I'm directing AXA Insurance UK Plc to resolve this complaint by settling Mr and Mrs B's claim for damage to their external wall.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 24 May 2023.

Julie Mitchell
Ombudsman