

The complaint

Mrs D complains that AXA Insurance UK Plc unfairly declined a claim for storm damage under her home insurance.

Mrs D bought her policy through an intermediary and most of her correspondence has been with this intermediary. However, AXA is the underwriter of the policy (the insurer) and accountable for the actions of the intermediary and its agents (for example, the surveyor). Any reference to AXA in my decision includes the actions of the intermediary and its agents.

What happened

Mrs D had an AXA home insurance policy. In July 2021, following a torrential rainstorm, she discovered rainwater had damaged her roof and come into her home, causing damage to a ceiling, walls, and carpet. Mrs D made a claim to AXA on her insurance.

AXA initially declined the claim because it said there hadn't been a storm. It then appointed a surveyor to inspect the damage. The surveyor said:

- *"The valley at the back of the property is not wide enough for the pitch of the roof, this is causing a leak."*
- *"The back tray on the chimney has not been welded and has been poorly installed, this is causing a leak."*
- *"The cement fillets on the same chimney stack are cracked, this is causing a leak."*

He concluded: *"Issues are caused by general wear and tear and bad workmanship."*

Based on this, AXA declined the claim. It told Mrs D the damage to her home wasn't due to high winds or rainfall, but *"an underlying issue that has been highlighted by the weather conditions."* This meant the damage wasn't covered by her policy.

Mrs D was unhappy with this and brought her complaint to this service. She wants AXA to refund the £2,376 it cost to repair her roof. She says, in summary:

- The damage was caused by the extreme weather conditions, not wear and tear.
- AXA's surveyor didn't carry out a proper survey. He didn't access the roof to inspect it or take any photos.
- AXA didn't send her the report until she brought her complaint to this service.
- The surveyor who signed the report hadn't visited her home. She believes the report to be "*fabricated and not true*".
- The photos in the report were taken by her roofer, not AXA's surveyor.
- Two of the photos were taken after her roofer had moved tiles to inspect the damage, so didn't show the roof's condition immediately after the storm.
- The report omitted a photo that showed the roof before the tiles were moved.
- There are basic errors in the report. For example, the address is missing, date of loss is wrong, date of visit is blank, and the number of storeys in her home is wrong.
- The time AXA took to process her claim was unacceptable. She had to constantly call and email about her claim and didn't get a decision until November 2021.

Our investigator recommended that Mrs D's complaint should be upheld in part. He agreed that the heavy rainfall met the policy definition of a storm, but he didn't think it was the main cause of damage. He agreed with AXA that it was more likely that the rainwater entered Mrs D's home because the roof/chimney structure was already damaged. He thought AXA had acted fairly by declining Mrs D's claim. However, he thought AXA's handling of her claim had caused Mrs D unnecessary distress. He recommended that it pay her £150 to reflect this.

Mrs D disagreed with our investigator, so the case was passed to me to make a final 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.

Like most policies, Mrs D's cover only makes AXA liable for damage caused by certain insured events. The damage needs to be caused by one of the insured events listed in her policy.

Mrs D says her home was damaged by the torrential rainfall. Page 13 of her policy booklet shows she's covered for loss or damage caused by a storm. Page 7 of the booklet defines a storm as: "*A period of violent weather with wind speeds of at least 55mph, or rainfall of at least 25mm per hour....*"

When we look at complaints about storm damage, there are three questions we ask:

1. Were there storm conditions on or around the date of the claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of the damage?

If the answer to any of these questions is "no" the claim won't succeed.

AXA initially told Mrs D the weather didn't meet the policy definition of a storm, based on data from a weather station near her home. However, Mrs D explained that this was a localised storm and asked AXA to review its decision. AXA investigated this and accepted the policy condition was met.

Mrs D has provided photos, videos, and local and national news reports showing the torrential rain that fell in her neighbourhood on 12 July 2021. For the avoidance of doubt, I

agree that the rainfall met the policy definition of a storm. However, I think it's important to note that there were no storm force winds during the rainstorm.

On the second question, the damage to Mrs D's home isn't typically damage I'd expect to be caused by heavy rain alone. Rainfall rarely causes damage to a well maintained property on its own and is more likely to highlight an existing fault. Mrs D's roofer highlighted cracked mortar on the chimney and lead flashing having come loose. I don't think these would typically be caused by heavy rainfall.

So was the rainfall the main cause of the damage? AXA says it wasn't. Instead, its surveyor's report says Mrs D's roof was already in a poor state of repair. The report contains five photos of Mrs D's roof and concludes: *"Issues are caused by general wear and tear and bad workmanship."*

Mrs D says AXA's surveyor didn't carry out a full survey and challenges the validity of his report. I note the points she makes about this.

I also have concerns about the report. An internal note on 26 October 2021 shows that AXA hadn't received it by that date. The date stamped on the report is 27 October 2021. So it looks like the report was written three months after AXA's surveyor attended Mrs D's home.

The report also implies the surveyor accessed the roof himself and his conclusions are based on his observations from that visit (for example, *"Attended the above property to report the following..."* and *"Method of Roof Access: Ladder"*). Mrs D says the surveyor didn't go on the roof or take any photos. She sent us WhatsApp messages showing the photos in the report were sent to her by her roofer on 28 July 2021 and she subsequently forwarded them to AXA's surveyor. Given this evidence, I think it's likely that the surveyor reviewed the photos taken by Mrs D's roofer and based his conclusions on these photos rather than his own inspection of the roof.

However, this doesn't mean the surveyor's conclusions are wrong. While I think the surveyor should have been clear that his report was a desk-based review of Mrs D's photos, I think the photos show damage to the roof that I don't think could have been caused by the rainstorm. For example, they show gaps in the chimney mortar and loose flashing around its base.

I think some of Mrs D's evidence supports this. She told us her roofer found *"cracks around the chimney"* underneath the lead flashing which needed to be repointed. She also noted that one of the photos showed that the lead flashing around the base of the chimney was loose and, in her roofer's opinion, needed to be replaced. As I've said, this isn't the sort of damage that I would expect to see caused by heavy rainfall alone.

In my opinion, Mrs D hasn't provided enough evidence to contradict AXA's surveyor's opinion and show that the rainfall was the main cause of damage. For example, she hasn't provided a report from either her roofer or the contractor that carried out repairs in June 2022.

I've thought very carefully about this, however I don't think the damage is consistent with storm damage. I think the evidence shows there was underlying damage to the roof before the storm. That means the poor condition of the roof was the main reason rainwater was able to enter Mrs D's home. Despite my concerns with AXA's report, I think it was reasonable for AXA to decline Mrs D's claim.

Finally, I think AXA's handling of Mrs D's claim was poor. It took more than three months to send a final response to Mrs D about her claim, despite her chasing for an answer. Similarly,

it failed to respond to this service's repeated requests for information, causing unnecessary delays in us being able to consider her complaint. I've highlighted my concerns with its surveyor's report above. AXA doesn't appear to have addressed this, despite Mrs D repeatedly saying the surveyor didn't go up to her roof.

Our investigator recommended AXA pay Mrs D £150. I don't think this adequately compensates Mrs D for the distress it caused her. I've considered what this service has awarded in similar circumstances, and I think £300 is more appropriate here. I make no other order or award.

My final decision

My final decision is that I uphold the complaint in part and order AXA Insurance Limited to pay Mrs D £300 to reflect its poor handling of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 30 August 2023.

Simon Begley
Ombudsman