

## **The complaint**

Mr and Mrs B are unhappy that AXA Insurance UK Plc declined their storm damage claim.

Mr and Mrs B jointly held buildings and contents insurance underwritten by AXA. For ease of reading, I'll refer mainly to Mr B throughout.

## **What happened**

During strong winds, Mr B's garage roof blew off and landed in the neighbouring garden. He claimed under his policy.

AXA appointed a surveyor who reported that the garage roof hadn't been held down by roof straps. AXA declined the claim for the garage roof under the policy exclusion of poor workmanship.

Mr B complained to AXA. He said the garage had been there long before he moved in less than a year earlier, and his home survey report hadn't highlighted any problems.

AXA sent a final response to Mr B's claim confirming its decision to decline his claim, so Mr B brought his complaint to us.

After seeking further information from AXA, our investigator didn't think it was fair to rely on building regulations which the garage pre-dated. She said AXA should settle the claim.

AXA disagreed, so the complaint was passed to me to decide.

## **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 to uphold Mr and Mrs B's complaint for broadly the same reasons as our investigator.

Both parties are aware of the three considerations when looking at a complaint about a storm damage claim:

- Was there a storm?
- Was the damage typical of that caused by a storm?
- Was the damage caused wholly or mainly by a storm?

There's no dispute that there were strong winds on the day which significantly exceeded the 55 mph policy definition of a storm. Nor is there any dispute that such winds can cause roof damage. So I'll address the main issue of dispute which is whether the wind was the main cause for the roof blowing off the garage.

## **Was the damage caused wholly or mainly by a storm?**

The evidence shows wind gusts of at least 78 mph on the day. Reliable weather data sources refer to this as a hurricane. To put this into perspective, a storm is a wind speed of 55-63 mph, described as causing damage such as uprooting trees and considerable structural damage. A hurricane is anything above 73 mph and is described as causing devastation.

Based on the wind strength alone, I think it's reasonable to say that the storm could've been wholly responsible for the garage roof blowing off.

I've looked at why AXA declined the claim. It said the roof hadn't been secured with straps in line with regulations. Mr B had two roofers provide quotes for repair. One confirmed there hadn't been any roof straps, so AXA's evidence is not disputed. But the roofers also said roof straps might not have been required when the garage was built around 40 years earlier. AXA provided evidence of building regulations which related to 2017 and later, so I can't say AXA has demonstrated that the poor workmanship exclusion applies.

Mr B provided evidence in the form of photos, a witness statement, and two roofers' reports which confirm the roof blew off in the storm. But I don't find that AXA has shown the exclusion it relied on applies. Its description of the garage refers, mainly, to the standard of blockwork. But as the garage stood for around 40 years, I don't find that a credible reason to decline the claim.

Mr B also provided a copy of his home survey from when he bought the house earlier in the year. It doesn't highlight any issues with the garage roof.

It's reasonable to expect that a well-maintained home should withstand all but the most severe weather conditions. The photos show that the garage roof came off in one piece during a storm, also bringing down what appears to be the concrete lintel. Given the wind speed at the time, I'm satisfied that it's reasonable to say the hurricane can be classed as a severe weather condition. Therefore, it's also reasonable to say that the garage roof, more likely than not, blew off mainly because of the storm.

I don't find that AXA fairly declined the claim.

### **Putting things right**

As I've decided AXA unfairly declined the claim, it must put matters right. I'm satisfied that it should accept Mr and Mrs B's storm damage claim for their garage roof.

### **My final decision**

For the reasons given, my final decision is that I uphold Mr and Mrs B's complaint and AXA Insurance UK Plc must:

- settle the claim for storm damage to their garage roof.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 7 December 2023.

Debra Vaughan  
**Ombudsman**