

The complaint

Mr S complains that AXA Insurance UK Plc unfairly declined a claim he made under his home insurance policy.

AXA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As AXA has accepted it is accountable for the actions of the agents, in my decision, any reference to AXA includes the actions of the agents.

What happened

In February 2020, Mr S contacted AXA about damage to his property due to a storm. AXA told him it would need two estimates of required works to be carried out before it would approve repairs. Alternatively, it could appoint its repair team to attend and complete the required report and quotation.

Mr S told AXA he'd be happy for the works to be carried out by its approved supplier. AXA appointed a surveyor to carry out a site visit. However, the visit was delayed because of restrictions during the COVID-19 pandemic, and it didn't take place until July 2020. In the meantime, Mr S arranged for repairs to his roof to be carried out by a local tradesman to prevent further damage.

Mr S also told AXA he had a pinball machine and it looked like water had entered it from the storm. AXA said it would need to assess if it was beyond economical repair.

Following the surveyor's visit, AXA told Mr S it was declining his claim because it didn't meet its policy wording criteria. It advised him to send a report from his own contractor if he wanted AXA to consider his claim.

Mr S provided reports from his own contractor for AXA's consideration. AXA then asked Mr S to provide an invoice for the works that had been carried out on the roof of the property. Mr S said he couldn't find the invoice and was unable to get a copy from the tradesman who'd carried out the work. AXA asked Mr S for the tradesman's contact details so it could speak to him directly, but Mr S said he no longer had his phone number. He said he'd paid less than £200 for the repairs and wasn't claiming for these as they were unauthorised.

AXA told Mr S it didn't have enough information to confirm the damage was due to a storm. Mr S later raised a complaint with AXA, but he didn't receive a response, so he asked our service to consider the matter.

I issued a provisional decision on 18 September 2023, where I explained why I intended to uphold Mr S's complaint. In that decision I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

Based on what I've seen so far, I intend to uphold Mr S's complaint. I'll explain why.

The relevant industry rules say an insurer should handle claims promptly and fairly and it shouldn't unreasonably reject a claim.

When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the damage. Mr S's policy provides cover for loss or damage caused by an event listed in it. For Mr S's loss to be covered, it would need to fall under one of those events. If it doesn't – then the claim isn't covered and won't be settled. So, I've needed to consider whether Mr S has shown, on the balance of probabilities, that an event listed in the policy caused the damage.

Mr S says the damage to his property was caused by a storm in February 2020.

The policy's terms and conditions define "storm" as:

"A period of violent weather with wind speeds of at least 55mph, or rainfall of at least 25mm per hour, or snowfall of at least 30cm in 24 hours, or hail of such intensity that it damages hard surfaces or breaks glass."

AXA has acknowledged that there were storm conditions at the time of the incident. Its noted windspeeds of 69 mph and 58 mph from weather reports in the days leading up to Mr S's claim.

Mr S says the storm caused damage to his front door which was almost blown off its hinges. He says the high winds also caused some tiles to blow off his porch and main roof. This resulted in internal damage to the ceilings and walls. He says his pinball machine (worth around £5,000) was also damaged due to water ingress.

The report from the surveyor who visited Mr S's property in July 2020 says:

"The P/H has shown water damage to the Lounge plasterboard/skim ceiling beside the large Lounge window. Externally the surveyor could not see any storm damage. It is assumed the driving rain has seeped through the joint between the window & the lead flashing above the Lounge window. The P/H was advised they would need to ensure the lead flashing is resealed.

The P/H also pointed out staining to the Kitchen ceiling, this is not claim related as it appears to be coming from the overhead shower/bath at the Bathroom above.

No signs of storm damage to the pitched slate roof to either the main roof or porch although the P/H claims they repaired this themselves..."

Following the surveyor's visit, AXA repudiated Mr S's claim referring to wording in the policy terms and conditions which excludes cover for damage caused by "wear and tear, or failure to fix a known issue".

AXA's repudiation email isn't very detailed but notes of its telephone conversations with Mr S indicate it told him that the damage to the kitchen suggested a water leak from the bathroom above. It's also noted telling Mr S that no storm damage had impacted the lounge. It seems to have reached the conclusion that the damage was caused by water entering through the window flashing. I can't see any mention of the cause of damage to the front door.

AXA told Mr S it would consider his claim further if he sent a report from his own contractor, he'd had out to investigate.

From what I can see, Mr S provided a report from his contractor in late November 2020. This says:

"The lead flashing above living room window was mentioned by the client as to be a possible source of water ingress suggested by another survey. The flashing and seal around this window is visibly sound and the suspect joint under the flashing is sealed. It is some 30cm below the level of the ceiling where water ingress took place and client advised no ingress or further leaks since roof had been repaired nor was there before this incident."

After AXA asked Mr S if his contractor could confirm what caused the water to ingress in the property, he provided a further report which says:

"It is my opinion and in all certainly [sic] the ingress to the property came from the lifting, removal and / or movement of the group of tiles to the first floor pitched roof lower edge above the guttering/roofs adjacent to the neighbours roof. On the evening and within time span of the storm a significant amount of water has entered here given the damage to ground floor ceilings/walls as per original report the water has clearly flowed down the internal wall(s) until arriving at the living room ceiling then spreading as it pooled up. Thankfully the ceiling was punctured to avoid further damage."

A temporary repair had taken place, I was informed, and upon my further examination some months after the event, and an inspection using a ladder shows a sound repair exists..."
It looks like AXA referred the matter back to the surveyor who attended the property in July 2020, who provided the following comments:

"We are not stating that the P/H did not have storm damage we are stating that at the time of visit the roof appeared to be water tight by the P/H's own trades. So at time of visit there was no roof repairs to be carried out as this was already done by others so no costs had been included to the scope for this...."

The Porch has damage to the upvc door which we are not disputing as well as rain water damage to ceilings/walls. We had not included any costs for the Pin Ball Machine as this is a Contents Issue & we are only there for Buildings insurance. If the P/H feels the Pin Ball Machine is affected by the rain water ingress they should bring this up with their Contents Insurance which I would have pointed out at time of visit..."

The only part of the claim that we did not think was related to storm damage was the water damage to the Kitchen plasterboard ceiling to the rear of the building..."

I agree with what the P/H's own trades are saying about the internal damage to the Porch & Lounge. We had priced for this & sent it over to the Client. No roof works has [sic] been included as the roof had been repaired by the P/H's own trades before we had arrived to site & from site inspection no further roof works where [sic] required..."

AXA has noted that it would be happy to consider the claim, but it wanted to see some further information which included an invoice for the work completed.

The claim handler asked Mr S for an invoice for the external works that had been carried out on the roof of the property. Mr S said he wasn't able to locate the invoice. He said he hadn't asked AXA's permission before arranging for the repair to be carried out, so he hadn't intended to claim for it.

In another email, Mr S said he'd tried to get a copy of the invoice from the tradesman who carried out the repair, but he didn't seem willing to locate it. Mr S said the tradesman was now working around 200 miles away. Mr S said the cost of repair was only a small amount

(£120 or £180) so he would write it off. His main concern was getting his home back to normal and concluding the claim.

The claim handler then asked Mr S for his contractor's contact detail so he could speak to him directly. But Mr S said he no longer had these. He said he'd deleted the contact because he'd been aggressive and dismissive towards him.

Around a month later (in April 2021) AXA said it didn't have enough information to confirm the damage was due to a storm. It said it appreciated that some of the works after the incident were carried out by Mr S's contractor for safety purposes. However, it had never received confirmation from his contractor that the damages rectified at the property were due to a storm.

It appears that the only reason AXA decided to decline Mr S's claim was because he was unable to provide an invoice for the repairs to his roof that had been carried out in early 2020.

AXA's surveyor appears to have accepted that the damage to Mr S's porch and lounge were likely to have been caused by a storm after Mr S provided reports from his own contractor. AXA's surveyor also said it didn't dispute the damage to the porch door was caused by the storm.

AXA didn't visit Mr S's property until five months after he made his claim. Clearly, Mr S couldn't have delayed arranging repairs to his roof until after AXA's visit. I appreciate AXA told Mr S he would need two estimates of required works before it would give its approval. However, from what Mr S has said, the repairs that were required to his roof were quite minor and relatively low cost. I don't think it was unreasonable for Mr S to have gone ahead and arranged repairs without approval under the circumstances.

The relevant industry rules require an insurer to provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress.

I haven't seen any information to suggest that AXA explained to Mr S that his claim for internal damage might be impacted if repairs were completed before AXA had the opportunity to inspect the property. I can't see anything to show that Mr S was advised he would need to provide a report from the roofer to show the damage was caused by the storm or that he would need to send the invoice to AXA.

From what I can see, the first time AXA asked Mr S to provide an invoice for the roof repairs was in March 2021, which would have been around a year after the repairs were carried out. When it did ask, I don't think AXA made it clear why it needed to see the invoice. Mr S was left with the impression that AXA only needed to see it to validate the cost of the external repairs, which he wasn't too concerned about claiming for. AXA didn't ask Mr S for the tradesman's contact details until a couple of weeks after he said he couldn't get a copy of the invoice. By which time, Mr S says he'd deleted the contact information.

It's also unclear why AXA didn't consider the damage to Mr S's front door as this seems to be unrelated to the roof repairs.

Having considered everything, I think Mr S has done enough to show that his property was damaged by a storm in February 2020. So, I don't think it was reasonable for AXA to decline his claim.

The policy excludes cover for "costs or expenses unless We have agreed to pay them in advance". So, AXA doesn't need to cover the cost of the roof repairs.

However, Mr S has shown that his front door was damaged and that internal damage to his porch and lounge was caused by water ingress through his roof, as a result of the storm. Reports from both AXA's surveyors and Mr S's own contractors suggest Mr S's roof was in good condition. So, I don't think it would be fair for AXA to rely on an exclusion to decline the claim.

I also think it would be fair for AXA to consider Mr S's claim for damage to his pinball machine as a result of the storm.

Mr S says he's been living with the internal damage and an unlockable front door since the incident. He's also spent a considerable amount of time dealing with the claim. I don't think it would be fair to hold AXA responsible for the entire length of time this matter has been going on. It looks like there was a gap of around a year between AXA telling Mr S it wasn't taking his claim any further and him raising a complaint. And I think the delay in the initial survey visit was likely to have been at least partly beyond AXA's control due to the impact of the COVID pandemic on visiting homes.

However, I've explained why I think AXA's decision to decline Mr S's claim was unfair. I also think its communication with Mr S was poor and there were avoidable delays in progressing his claim. It took almost five months to reach a decision after Mr S provided information from his contractors in late 2020. It doesn't appear to have properly dealt with communication from Mr S from April 2022 to February 2023. There was a delay in responding to emails and Mr S says nobody returned his calls.

Having considered the overall impact of AXA's poor service on Mr S, I think it would be fair for it to pay him £750 compensation for distress and inconvenience."

I set out what I intended to direct AXA to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

Mr S said he had no further comments or information to add.

AXA didn't respond with anything further.

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 neither party has provided any further information for me to consider, I see no reason to change the conclusions I reached in my provisional decision.

Putting things right

AXA should:

- Accept Mr S's claim for damage to his front door, porch and lounge and settle it in line with the policy's terms and conditions.
- Consider Mr S's claim for his damaged pinball machine under the contents section of the policy.
- Pay Mr S £750 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr S's complaint and direct AXA Insurance UK Plc to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 November 2023.

Anne Muscroft
Ombudsman