

## **The complaint**

Ms D and Mr H complain that AXA Insurance UK Plc unfairly declined a claim for storm damage under their home insurance policy.

## **What happened**

In October 2022, Ms D and Mr H made a claim under their home insurance policy for damage caused by a storm. They said a piece of flashing on the dormer roof had been ripped loose by the wind causing water ingress. Water had soaked through to the rooms on the two floors below causing damage internally to the plasterwork, electrics, and a designer light fitting hanging from the ceiling.

Ms D and Mr H say they experienced many difficulties submitting their claim to AXA. They couldn't get through on the numbers available, and after submitting a claim form they were told they had to resubmit it as a commercial claim due to the type of policy they hold. Once the claim was logged, they didn't hear from AXA for some time, and it wasn't until February 2023 that a loss adjuster finally visited the property.

By this time, Ms D and Mr H had gone ahead with the repairs to the dormer roof and the plasterboard had been replaced and replastered. Ms D and Mr H tell us it was only the internal repainting which remained outstanding.

On inspection of the property, the loss adjusters determined that the damage wasn't consistent with storm damage, rather that it was ingress over time which the policy doesn't cover. Based on this advice, AXA declined the claim.

Ms D and Mr H didn't think this was fair given the assessment was carried out so long after the damage occurred and after repairs had been completed. They raised a complaint.

AXA arranged for an in-house surveyor to review the loss adjuster's opinion based on the report they'd produced. The in-house surveyor agreed the damage had arisen due to a gradually operating cause rather than a single storm incident, so AXA maintained its decision to decline the claim. But it acknowledged there were failings in the customer service it had provided, and it offered £200 compensation to put things right.

Ms D and Mr H remained unhappy, so they brought their complaint to our service. But our investigator didn't uphold it. She was persuaded by the loss adjuster's opinion, and she didn't think it was unreasonable for AXA to rely on it when making a decision on cover.

As Ms D and Mr H didn't agree, the complaint was passed to me to decide. And I issued the following provisional decision.

## **My provisional decision**

When looking at storm damage cases, we usually ask three questions:

- were there storm conditions on or around the date of the claim?

- is the damage consistent with storm damage?
- were the storm conditions the main cause of the damage?

If the answer to any of these questions is “no” then the claim won’t succeed.

*Was there a storm?*

Ms D and Mr H’s insurance policy covers them for storm damage. The policy doesn’t define what it considers to be a storm, so generally speaking I’d expect it to involve violent winds, usually accompanied by rain, hail, or snow.

I’ve checked the weather reports for the area where the insured property is situated. I’ve seen there were wind speeds of 47mph on the date the damage occurred, and I’m satisfied winds of this speed can be considered as storm force winds as they can cause structural damage. So the answer to this question is yes.

*Is the damage consistent with storm damage?*

Damage to flat roofs and lead flashings are considered, on the face of it, to be damage typically caused by a storm. So I accept that the damage reported by Ms D and Mr H is consistent with storm damage.

*Were the storm conditions the main cause of the damage?*

AXA has provided a copy of the loss adjustor’s report which says:

*“The lead flashing / coating has come away, this has blown backwards likely due to being faulty for some time. The internal photos show decay and rot to the plasterboard which suggests the issue externally has been like this for a while.*

*The damage is not consistent with storm damage, the photos we have seen and the remaining damage suggest an ingress over time. The wall plaster and skirtings have blistered and bubbled, this is not from a single occurrence. The plastering to the ceiling has already been done prior to our attendance but we have images that show decay and rot to the plaster.”*

Based on this, AXA has concluded the storm conditions weren’t the main cause of the damage. The photos provided within the report do show damage which could be thought to be longstanding, but I’m mindful that this inspection was four months after the storm and the damage could’ve worsened by that time.

The loss adjustors say they’d seen photos from before the repair work was carried out but its not clear what photos within the report, if any, are from October 2022. Many photos show a moisture meter in the image or replastering work, so it does appear that most – if not all – photos are from February 2023.

Ms D and Mr H have provided photos of the damage to the ceilings before it was replastered which shows the damage wasn’t as significant as some of the damage shown in the photos provided by the loss adjustor. And the videos they’ve provided of the roof damage, which briefly show the interior of the house, don’t show any damage which looks longstanding.

Ms D and Mr H have also provided a report from the company which carried out the roof repairs. This says the company had replaced the main roof in 2005 but didn’t replace the dormers because they were in good condition at the time. They inspected the roof in November 2022, following the storm, and they say:

*"We were able to see that the zinc cladding had been lifted and blown backwards towards the main roof leaving the timber desking exposed to the elements. This can only have been caused by extreme wind / weather conditions.*

*In my opinion as a roofing contractor of 37 years' experience, the zinc coverings to the dormer roof being lifted and blown upwards and backwards can only have been caused by extreme weather conditions/excessive winds.*

*When we carried out the repairs there were no signs of rotting timber decking or decay to the structure of the dormer construction. Internally, the plasterboard ceiling had collapsed due to water ingress where the zinc had been blown off, exposing the decking."*

I've reviewed the quote and invoice provided by this company for the storm damage repairs and I've seen nothing to suggest that decay or rot was present or that the damage was to the extent which AXA believe it was.

As I have two conflicting expert opinions, I need to weigh up the evidence to decide what's most likely to have happened here. On balance, I'm more persuaded by the evidence Ms D and Mr H has submitted.

I say this because the expert report they've provided is from someone who saw the damage to the property promptly after it occurred, rather than four months later after repairs had been made. It's also from someone who has seen the property in the past and has confirmed the dormers were previously in good condition. Whilst I appreciate that was some time ago in 2005, they've also confirmed there was no decay or rot at the time of their inspection in November 2022. So I can only surmise that this damage developed during the time between the storm and the loss adjustor's visit.

For these reasons, I don't think AXA has declined Ms D and Mr H's claim fairly. So the claim should be dealt with in line with the policy terms. Unless there's some other exclusion that applies - and it would be for AXA to show the exclusion does apply - the claim should be paid with 8% simple interest per annum from the date Ms D and Mr H paid for the repairs to the date they're reimbursed.

In regard to the poor customer service, whilst I appreciate Ms D and Mr H were caused some distress and inconvenience, I'm satisfied the £200 already offered is in line with what our service would consider to be fair, taking into account what happened and the impact it had. So I don't intend to award anything more.

### **Responses to my provisional decision**

AXA has responded with the following points:

- it doesn't accept there were storm conditions at the time of the loss and has provided weather reports from a weather station closer to the insured property which shows wind speeds of 30mph and rainfall of 29mm.
- it doesn't accept all the damage is consistent with a storm, including the rot, efflorescent salting and bubbling on the walls, peeling paint, staining, and cracking. It says this is undoubtedly gradual operating causes.
- rot is not covered under the policy terms and conditions, and it would not become evident in a few months.

- the material on the roof is zinc, which has a shelf life of around 15 years. It's thinner than lead and becomes brittle and weaker over the years. It needs routine maintenance and patina oil. AXA questions why other zinc roofs in the area didn't blow off.
- the roofer that carried out the repairs isn't sufficiently independent and could be friends with Ms D and Mr H.

Ms D and Mr H responded with the following points:

- they have no further comments to make regarding the storm damage claim.
- they'd like an apology from AXA for the distress and inconvenience they've experienced as well as an undertaking to review its procedures to ensure other policyholders aren't treated poorly.
- the renewal of their policy has been refused at the last minute, which AXA say is due to a change in appetite over covering apartment blocks. Ms D and Mr H say this seems suspicious and likely linked to the live complaint, given that it's a stretch to refer to their property as an apartment block. They've asked for my views on this.

### **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 remain persuaded that the answers to the three questions above are yes. I'll explain why.

#### *Was there a storm?*

I'm surprised that AXA now seeks to decline this claim due to no storm conditions being evident at the time of the loss. This isn't something it chose to raise when it considered Ms D and Mr H's claim initially, or when it investigated their subsequent complaint. And as insurer's should act in good faith, it's disappointing to see this argument raised so far down the line.

In any event, I've considered the evidence presented and I don't think this means storm conditions didn't take place. I say this because the weather station four miles to the north of the insured property didn't capture any data on the speed of the wind so there's nothing to suggest that winds were below 47mph. We know there were winds, because a squall was recorded which caused damage locally, we just don't know how fast the wind was.

The weather station seven miles south recorded winds of only 30mph, but there was severe rainfall of 29mm which caused localised flooding. And the weather station from my report, which is nine miles to the southeast, recorded winds of 47mph.

AXA say it's unlikely the insured property was impacted by a squall four miles away. But yet it suggests the wind speeds would be the same as what's been recorded seven miles away. I'm not persuaded by this.

In the middle of these three weather stations sits the insured property. On balance, I think it's most likely that storm conditions were experienced in that area given the surrounding areas recorded severe rainfall and flooding, strong winds, and a squall.

*Is the damage consistent with storm damage?*

I accept AXA's argument that rot, efflorescent salting and bubbling on the walls, peeling paint, staining, and cracking may not be consistent with a single storm event. But this damage has only been referenced by AXA's loss adjustor who attended the property four months after the claim was made and repairs had taken place.

The company who repaired the roof, who saw the damage in the immediate aftermath of the storm didn't report any of this damage nor was it evident in any of the photos and video evidence submitted by Ms D and Mr H.

*Were the storm conditions the main cause of the damage?*

AXA has made the point that rot is not covered under the policy. But, again, it's only AXA's loss adjustor who has recorded there being rot present. The company who repaired the roof specifically says there was no rot when they carried out the repairs so I can't see how an exclusion for rot applies here.

I've thought about AXA's comments regarding the shelf life of zinc. But this alone doesn't satisfy me that the storm wasn't the main cause of the damage. And I don't know what storm damage occurred in the neighbourhood. The evidence I have from Ms D and Mr H's contractor is that, based on their 37 years of experience, the damage is a result of the storm.

AXA questions whether the contractor is sufficiently independent, but I don't think there's any merit to what it's said, and I'm not prepared to speculate about whether they're friends with Ms D and Mr H as I have no way of determining that. I have to rely on the expert evidence available to me and the contractor is the only witness to the damage at the time of the claim. They're also the only one that seems to have identified that the flashing is zinc – not lead. Both the loss adjustor and in-house surveyor has referred to lead flashing, which casts doubt over their assessment of the damage generally if the material they refer to as being damaged is incorrect.

AXA had the opportunity to assess the damage itself. But it didn't attend until four months later. And the only other report I have is from an in-house surveyor who has based their opinion solely on the loss adjustor's report. So I don't find either opinion particularly persuasive.

*Putting things right*

Ms D and Mr H has asked that AXA apologise for the stress and inconvenience they've been put through. But I'm satisfied AXA already did this in its final response to their complaint, which awarded £200 compensation and said "*I would like to apologise for any distress and inconvenience caused*". So I don't think there is anything to gain by awarding an apology.

They're also looking for an undertaking from AXA that it will review its procedures to ensure other policyholders aren't treated poorly. This isn't something I'll be asking AXA to do. My role is to look into how AXA has treated Ms D and Mr H in the individual circumstances of their complaint, not at how AXA's customers are treated generally.

And finally, my remit in this complaint is to look at what's happened up to the date AXA issued its final response letter – which was 10 July 2023. If Ms D and Mr H are unhappy with

anything that's happened since, including the refusal to renew their insurance policy, they'll need to raise a complaint to AXA directly in the first instance. If they remain unhappy, they can escalate the complaint to us in the same way they did here.

### **My final decision**

For the reasons I've explained, I uphold this complaint and direct AXA Insurance UK Plc to:

- accept the claim and deal with it in line with the policy terms and conditions;
- pay 8% simple interest per annum on the claim settlement from the date Ms D and Mr H paid for the repairs to the date they're reimbursed;
- pay £200 compensation for poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D and Mr H to accept or reject my decision before 14 June 2024.

Sheryl Sibley  
**Ombudsman**