

The complaint

Miss P and Mr T have complained about how AXA Insurance UK Plc (AXA) dealt with a claim under their home insurance policy.

As Miss P mainly seemed to deal with the claim and complaint, for ease, I will normally only refer to her.

References to AXA include companies acting on its behalf.

What happened

Miss P contacted AXA to make a claim for storm damage. AXA sent a surveyor to assess the damage. Miss P told AXA she was unhappy with how the surveyor assessed the damage and that he had concluded that most of the damage was pre-existing. Based on the surveyor's report, AXA offered £1,134.80 for a section of damaged roof. Following further discussion, AXA agreed to arrange a second surveyor. It also later increased its settlement offer to £1,736.49.

AXA responded to a complaint from Miss P. It apologised if Miss P was unhappy with the first surveyor's visit and that he had said the damage wasn't the result of a storm. It also said it would assess Miss P's information about the damage being caused by a tornado but provided images to show the condition of the roof, which it said showed gradual damage. It said that, at that time, it agreed with the first surveyor's findings. However, it offered £150 compensation because it said it had been a concerning situation for Miss P.

A second surveyor then visited, who said there wasn't evidence to show the damage was caused by lightning. The claim was declined in full. When Miss P complained, AXA confirmed its decision to decline the claim in full. But it offered £100 compensation for the loss of expectation because a settlement had initially been offered for some of the damage.

When Miss P complained to this service, our Investigator upheld the complaint. He said weather reports indicated there had been a tornado locally. The second surveyor's report only focussed on whether the damage had been caused by lightning and didn't consider whether wind had been a factor. Our Investigator said the first survey found wind could have caused part of the damage and should be covered by the claim. So, our Investigator said AXA should cover that damage. He said AXA should pay the higher settlement it had offered, which was £1,736.49, less the excess, and pay interest on that amount. He also said AXA should pay an additional £200 compensation. He said it hadn't considered the full period in which Miss P had experienced delays or the disappointment caused by AXA changing its position on settling the claim.

AXA didn't reply, so the complaint was referred to me.

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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, I've looked at weather data. This didn't show storm strength winds at the closest weather station. However, I'm aware there were reports locally of a tornado. This was reported in the local news and by local weather observers. I also read AXA's internal notes, which included a discussion about the weight that could be placed on the tornado reporting and that its normal weather service might not pick up on such a localised event. AXA said it would agree there had been a localised storm event. So, having considered all the evidence, I think it's fair to say there was a storm in the local area, which seemed to involve a tornado. As a result, I think the answer to the first question is yes.

I've also thought about whether the damage is consistent with typical storm damage. I think storm strength winds could cause damage to a roof. So, I've looked at whether the storm was the main cause of the damage. I'm aware there are two different surveyor reports. The second surveyor declined the full claim on the basis that the damage wasn't consistent with lightning. I think this was a limited consideration of the claim and didn't consider other local weather conditions, including the tornado.

I've also looked at the first survey. This found that a lot of the damage was the result of wear and tear. Looking at the report, I think that assessment was supported by the photos and the other evidence considered and it was reasonable to decline those parts of the claim. However, the surveyor also assessed that some of the damage was possibly caused by storm winds. AXA also seemed to agree with this at that time.

I don't think the second survey undermines the first survey's findings. The second survey didn't seem to be looking at the damage in a context other than lightning. When AXA responded to the complaint, it also seemed to ignore the first survey's findings and why a partial settlement had previously been offered. So, I think it's fair for AXA to settle the claim for the damage identified in the first survey that was assessed to be covered by the claim. AXA made an initial offer to settle the claim of £1,137.29, which it later increased to £1,736.49, both less the excess. AXA increased the settlement offer because it found it had missed the cost of some access equipment. So, I think AXA should pay Miss P £1,736.49, less the excess, to settle the claim. I also think it should pay interest on that amount from 7 December 2023, the date of the increased settlement offer, because Miss P lost use of that money.

I've also thought about compensation. I think Miss P has been inconvenienced by the way this claim has been handled. I've seen evidence that there were unnecessary delays during the claim, including Miss P having to chase for updates. I also think Miss P has been given inconsistent information during the claim. Miss P was also caused disappointment and frustration by how AXA assessed and dealt with the claim overall. I'm aware AXA offered Miss P a total of £250 compensation in response to her two complaints. However, I think AXA should pay a further £200 compensation, as I think that more fairly reflects the impact on Miss P of how AXA dealt with the claim.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require AXA Insurance UK Plc to:

- Pay Miss P and Mr T £1,736.49, less the excess, to settle the claim.
- Pay 8% simple interest on that amount from 7 December 2023 to the date on which it makes the payment.
- Pay an additional £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P and Mr T to accept or reject my decision before 23 July 2024.

Louise O'Sullivan
Ombudsman