

The complaint

Mr and Mrs T complain about the way AXA Insurance UK Plc (“AXA”) handled and declined their claim for storm damage.

What happened

In March 2024, Mr and Mrs T got in touch with their insurer, AXA, to report storm damage to the roof of a property they own and rent out. They made a claim under their Residential Let property insurance policy. But AXA declined the claim, and the surveyors it appointed to deal with the claim wrote to Mr and Mrs T to tell them the claim was declined on the basis that the damage hadn’t occurred as a result of a one-off event. The surveyor said the incorrectly stalled membrane was the cause of rainwater entering the property.

Mr and Mrs T complained, saying they’d told the surveyor they were only claiming for the broken slates on the roof, not the water ingress into the property from the roof. So they didn’t agree that the claim should be declined and reiterated that the slates had broken due to very high winds, which had been confirmed by their roofer.

In its final response letter, AXA said it stood by its decision to decline the claim, saying the weather didn’t meet storm conditions on the date the loss was reported to have happened, or for several days prior to that date.

As Mr and Mrs T didn’t agree with AXA’s response, they referred their complaint to this service. Our Investigator considered the matter, but didn’t think the complaint should be upheld. He said he didn’t think AXA had declined the claim unfairly because its surveyor had been able to demonstrate that the damage was likely caused gradually and not by a one-off storm event.

Because Mr and Mrs T didn’t accept our Investigator’s view, the complaint has now been 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 not to uphold this complaint. I’ll explain why.

When our service looks at a complaint about a storm claim, there are three questions to consider:

1. Did storm conditions occur on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main or dominant cause of the damage?

We’re likely to uphold a complaint if the answers to all three questions is ‘yes’ and we’re

unlikely to uphold a complaint if the answer to any of the questions is 'no'. I'll deal with each of the questions in turn.

Do I agree that storm conditions occurred?

Using the resources this service has access to, I've checked the weather conditions around the time the damage occurred in the vicinity of the insured property. And I'm persuaded that there were storm conditions present. AXA has disputed this and said there was no storm around the time. But I disagree. Weather records show that there were wind speeds of over 50mph recorded within a few miles from the insured address. And I consider these to be storm-like winds capable of causing structural damage to a property. It's also possible that wind speeds were higher at the actual address. So I'm satisfied that storm conditions were present around the time.

Do I agree that the damage claimed for is consistent with damage that a storm typically causes?

The damage claimed for is the type of damage a storm would usually cause. High winds of the force that were present during February 2024 in that area could cause tiles to break. However, AXA has said that whilst the weather highlighted some poor workmanship, the damage in this case was not due to a one-off storm event but caused gradually over time. So I've considered this further in the next question.

Do I agree that the storm conditions were the main cause of the damage?

AXA didn't think the storm was the main cause of the damage. Its surveyor said the roof was poorly laid in respect of the slates and the membrane. And that the slates had general instability.

Mr and Mrs T's policy says, "This insurance policy is not designed to cover you for any gradual deterioration, wear and tear or loss or damage resulting from inadequate maintenance". I'm satisfied therefore, that the policy makes clear that wear or tear or gradually occurring damage isn't covered. So the issue in question is whether the damage that occurred was caused mainly by the storm, or whether the storm highlighted an existing issue with the construction of the roof. I've reviewed the photographs that the surveyor provided to support his conclusions. I think the commentary given is consistent with what I can see in the photos – and previous instances of slipping are mentioned. So I do think it's more likely that the damage was a result of gradual deterioration over time and the poor construction of the roof, rather than by the one-off storm event.

That doesn't mean I think the storm couldn't have caused the roof slates to break. Rather, that the roof showed signs of problems which would make it more likely that it wouldn't be able to withstand storm conditions. I've considered the information from the roofer, but I'm more persuaded by the comments of the surveyor, as the report provided is more detailed with supporting evidence such as photos and videos.

Mr and Mrs T have provided further submissions in response to our Investigator's view, and I've considered everything they've said. But I'm afraid I don't agree that the tiles being damaged either in the February storm or from a year ago would help Mr and Mrs T's case. This is because the date of loss is unclear, by Mr and Mrs T's own admissions. And in order for the storm claim to succeed, even if it is only for broken slates, the date of loss would need to be clear. I appreciate that the insured property is not where Mr and Mrs T live, but there would still need to be a clear date of loss in order for the claim to succeed. And at the moment, the evidence doesn't show that the slates were broken in a one-off incident or due to one single storm event.

So taking everything into account, I'm satisfied that AXA hasn't declined the claim unfairly. And it follows therefore that I won't require them to do anything differently in this case.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 18 October 2024.

Ifrah Malik
Ombudsman