

The complaint

Mr and Mrs S are unhappy with the way AXA Insurance UK Plc dealt with a claim on their buildings insurance policy following a storm.

This complaint involves the actions of agents for whom AXA is responsible. Any reference to AXA includes its agents.

What happened

Mr and Mrs S held a buildings insurance policy underwritten by AXA.

In December 2023, Mr and Mrs S's property was damaged by a storm. The winds damaged their boundary wall and some artificial box hedging that was nailed to it. They made a claim on their insurance policy and AXA sent a surveyor to inspect the damage. The surveyor believed that the wall had collapsed due to deterioration of the mortar, so he didn't think the claim should be covered.

Mrs S complained. She said the surveyor was only at the property for five minutes, had a bad attitude, and didn't inspect the wall properly. She felt they'd made assumptions and had immediately declined the claim because the house was 100 years old. She said she told the surveyor she was renovating the wall when the storm hit and she tried to show this but the surveyor wasn't interested.

AXA upheld the complaint in part. It thought the damage had been caused by deteriorated mortar instead of a one-off storm event. It reviewed the evidence and photos and was satisfied that this was the right decision. But it apologised for any comments the surveyor may have made which caused offense, and it paid Mrs S £25 for taking too long to respond. It also paid Mrs S £150 for a data breach, as it had sent a call recording without encryption.

Mr and Mrs S didn't think this was fair so they referred the matter to the Financial Ombudsman.

Our investigator looked into the complaint but didn't think it should be upheld. Mr and Mrs S didn't agree with our investigator's view, so the matter has been passed to me to make a final decision.

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'm not upholding the complaint for broadly the same reasons as our investigator. I know this will be disappointing for Mr and Mrs S and I'm sorry about that. I'd like to reassure Mr and Mrs S that I've read everything they've sent and I've focused my

comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

Our approach in cases involving storm damage requires me to ask three questions:

1. Was there a storm?
2. Is the damage consistent with that caused by a storm?
3. Was the storm the main (proximate) cause of the damage?

It's not in dispute that there was a storm, nor that the damage could have been caused by it. But it is in dispute that the storm was the main cause of the damage.

I've considered the evidence and arguments put forward by AXA and Mrs S and I'm more persuaded by AXA's expert evidence. I say this because it has put forward qualified expert opinion about the age and state of the wall. This wall was very old and in the process of being maintained. Mrs S doesn't feel the inspection was thorough. But I've considered the surveyor's findings and I'm satisfied they're supported by photographic evidence and clear explanations.

Mrs S has provided a letter from her builder, photos from the night of the storm, and a video of the maintenance work. I've considered this and found it helpful to understand more about what happened. But I still find the surveyor's evidence more persuasive. He identified that the wall was due to be maintained, but the section that collapsed had not been finished. The evidence from Mrs S confirms this. I appreciate Mrs S may have wanted the surveyor to inspect the section that had been finished. But this was not the section that had collapsed.

What I think is important is that the restoration work had not been completed at the time of the storm. Mrs S's builder has explained the work they were doing. They've confirmed that they did not remove the mortar holding the bricks together. But based on the photos taken by the surveyor, the state of the mortar – both between the bricks and the pointing – would have been visible for him to assess. He concluded that deterioration was the primary cause of the damage, and I find this persuasive. Given the age of the wall and the fact that its pointing had been removed in preparation for maintenance work that had not been completed, I don't think it was unreasonable for AXA to say that the storm was not the main cause.

Regarding the box hedging, even if this didn't fall due to deteriorated mortar, I don't think it would be fair and reasonable for me to tell AXA to replace it. I say this because Mr and Mrs S's policy excludes storm damage to hedges. Mrs S says her hedging was part of the wall because it was nailed to it. But I'm not persuaded that this should mean it stopped being hedging or that it became part of the wall. I'm satisfied the hedging was excluded and so there is no cover for this.

Regarding the data breach, AXA admits it should have sent the call recording with proper encryption. I think it would have been worrying for Mrs S to learn that her information had been sent in an insecure way.

I haven't seen any suggestion that her information has fallen into the wrong hands. Even so, I think it was fair for AXA to compensate Mrs S for the distress. As well as for some delays, AXA paid Mrs S a total of £175. I think this is fair and in line with what I would have awarded.

Mrs S has suggested she hasn't received this money. AXA has provided evidence to show that it was sent to Mr and Mrs S's nominated bank account on 28 February 2024. I would suggest Mrs S speak to AXA further if she hasn't received this.

Overall, I'm persuaded that AXA has acted fairly and reasonably. Once again, I'm sorry to give Mr and Mrs S unwelcome news. But I won't be directing AXA to do anything further.

My final decision

For the reasons set out above, I don't uphold Mr and Mrs S's complaint about AXA Insurance UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 5 December 2024.

Chris Woolaway
Ombudsman