

## **The complaint**

Mrs S complains about AXA Insurance UK Plc's ("AXA") decision to decline her claim under her buildings insurance policy, and about the customer service received.

## **What happened**

Mrs S made a claim to AXA and said storm conditions had caused damage to her roof, and a combination of rainwater and soot had entered her home causing damage to her lounge carpet and in the dining room. Mrs S appointed her own contractor and paid for the repairs to her roof and explained to AXA that she was only claiming for the damage to her carpet and redecoration work which was required. AXA declined the claim on the basis there wasn't any storm conditions around the time of the damage. So, Mrs S complained about AXA's decision, and about having to chase for updates.

AXA responded and explained, on occasions, adverse weather can highlight an existing maintenance issue or damage can be caused due to general weathering over a long period of time, and the policy did not cover either maintenance related issues or gradual operating or wear and tear issues. AXA said, in this case, the weather conditions, as defined by the policy, were not prevalent at the time of loss, so the claim was declined as the storm criteria wasn't met. They said, if Mrs S was able to provide an independent cause of damage report from her contractor which confirmed their opinion of the cause of damage, AXA's claims team would be able to review this in line with the policy.

AXA accepted there had been delays in providing an update to Mrs S and she had to chase the claims team for an update on her claim. So, AXA apologised for this and also offered £50 compensation.

Our investigator looked into things for Mrs S. He thought AXA hadn't acted unfairly in declining the claim and the offer of £50 was reasonable for the customer service issues. Mrs S disagreed so the matter has come to me for a 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've decided AXA's offer is a fair way to resolve matters. I understand Mrs S will be disappointed by this but I'll explain why I have made this decision.

### *Storm damage*

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I can see Mrs S says she isn't pursuing the claim for damage to the roof and decided to arrange the repairs for this herself. She does believe though that AXA should be responsible for the internal damage caused by the ingress of rainwater mixed with soot.

My starting point is Mrs S's home insurance policy booklet. This sets out the terms and conditions and provides cover for a storm event. It defines a storm as "*A period of violent weather with wind speeds of at least 55mph, or rainfall of at least 25mm per hour...*" I'm satisfied that AXA should've looked into Mrs S's claim because she reported the damage was caused by a storm. I've then looked at whether AXA's decision to decline the claim, and their reason for doing so, is fair and reasonable.

In order for us to consider whether the damage was caused by a storm, we ask three questions:

- Did storm conditions occur on or around the date the damage was said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause for the damage?

If the answer is 'yes' to all three questions, we're likely to uphold the complaint. But if the answer to one of the questions is 'no' we're unlikely to conclude that the claim should be met due to storm conditions.

In weighing up the first question, the claim notes show Mrs S reported the damage to AXA on 11 December 2023, and the date of loss was noted as 7 December 2023. AXA appointed a loss adjuster to investigate the claim and their report referred to the date of loss as 23 November 2023. I've also seen, in emails sent by Mrs S to AXA, she referred to 24 November 2023 as being the date of the storm damage. AXA have provided weather reports which show the highest wind speed during the first couple of weeks during December 2023 was 47mph. Given that the loss adjuster's report and Mrs S claim the date of loss occurred during the last week in November 2023, AXA have also provided weather reports for the last couple of weeks in November 2023 – and this shows the highest wind speed as 45mph. I can see our investigator has also obtained weather reports, and this shows a wind speed of 50mph recorded during the last week of November and also on the day before Mrs S reported her claim to AXA. While the wind speed recorded during these dates doesn't strictly meet the policy's definition of a storm, I'm still persuaded this satisfies the test set out under the first question above.

I say this because the nearest weather station which has recorded the wind speed is a few miles from Mrs S's property, and I've also taken into account the highest wind speed I've seen from the weather reports isn't too far off meeting the policy definition. I've also taken into account that Mrs S lives in an area which experienced a named storm around the time Mrs S says the damage occurred – and a weather report prepared by the UK's national meteorological service comments on wind speeds reaching 58mph and rainfall of 50mm around the area where Mrs S lives. So, while I'm not concluding Mrs S's property was subject to wind speeds of 58mph or rainfall of 50mm per hour, given the information I've seen, I'm persuaded it's fair in the circumstances to conclude there were storm like conditions in the area where Mrs S's property is located.

Given what I've said above about the wind speed and rainfall, I'm persuaded the damage Mrs S has claimed for is consistent with damage such wind speeds and heavy rainfall typically cause – so the answer to the second question is also 'yes'.

Turning now to the third question – I need to consider whether the storm was the main cause for the damage in this instance. And, in this case, I can't say a storm was the main cause for the damage. I think it's important to firstly point out that the policy terms and conditions set out what factors aren't covered by the policy, and this says AXA won't cover, "...losses caused by poor maintenance or damage which happens gradually..." and "Damage caused gradually by wear and tear..."

Insurers often appoint experts experienced in this type of work to look at the damage, and that's what AXA did. I think it's a fair thing to do – and it's reasonable for AXA to rely on the expert's report when deciding whether to meet the claim. In this case, AXA instructed a loss adjuster who appointed a surveyor to inspect Mrs S's property. The surveyor's report shows they inspected different areas of the property which included the roof and the two affected rooms. The surveyor also took a number of photos showing the damage.

In relation to the lounge, the surveyor found, *"There is yellow staining and brown water marks. This is water from the chimney stack...The damage is not consistent with a one off storm event."* In relation to the dining room, the surveyor found, *"There is damage to the ceiling area. There is black mould forming, yellow/brown staining and bulging. The damage is not consistent with a one off storm event."* In relation to the roof, the report says when the surveyor inspected the main roof, *"...there is no visible evidence of storm damage. There was damage to the chimney pot which has now been replaced but prior to this water has entered. Water has been gaining access to the chimney stack. When water has mixed with the soot has created the liquid [Mrs S] refers to."*

In this case, and given the damage which has occurred, a surveyor is an appropriate expert able to comment on the likely cause of the damage. That said, their opinion should still be based on evidence of what they've seen. The surveyor found that rainwater had entered through a chimney stack, and I can see Mrs S also confirms the rainwater was, *"...getting in chimney area causing damage..."* There doesn't appear to be any dispute that the chimney stack was the point of access for the rainwater. So, what I've considered next is whether the chimney stack was more likely damaged by storm conditions or whether this was down to a factor excluded by the policy.

Our investigator asked AXA why the surveyor believed heavy winds hadn't caused damage to the chimney stack. AXA say, when the surveyor attended, Mrs S's contractor had carried out repairs to the ridge and mortar works but brown/black liquid was still entering. AXA say, *"A company attended and advised that there was pointing around the chimney stack/pot. A tarpaulin was put around the chimney stack 4 days before we attended as a temp repair and nothing had come in since this."*

The surveyor's findings here refer to 'pointing', and I can see Mrs S also confirms she arranged to have her chimney all repointed. I understand this is a process that involves repairing mortar joints, which is the cement between the bricks of a chimney stack. This can deteriorate over time due to gradual wear and tear, and 'pointing' is therefore required to improve the structural integrity of the chimney stack to avoid water ingress. The surveyor found that the use of tarpaulin had prevented further water ingress. I've seen the photos taken by the surveyor, and they do show tarpaulin around the chimney stack. Photos taken by the surveyor also show the brown/black liquid coming down from the chimney stack onto Mrs S's carpet, and along a wall and ceiling.

Taking into account all findings made by the surveyor, this would suggest rainwater had entered through the chimney stack due to wear and tear, then mixed with soot, and then run down the chimney and onto Mrs S's carpet, wall and ceiling.

I believe it's reasonable in the circumstances to conclude that, given the fact that Mrs S's contractor carried out repointing of the chimney stack, they were of the view there was an issue here. And given that tarpaulin was used around the chimney stack, it suggests there remained a risk of rainwater ingress until all repointing had been completed. So, based on the information I've seen, I'm more persuaded the rainwater ingress was more likely down to a wear and tear issue – which is excluded under the policy. I think it's also important to add, I haven't been provided with any information which challenges the surveyor's findings or

provides any persuasive evidence that the storm was the main cause of the damage to the chimney, and this then allowed rainwater to enter Mrs S's home.

Mrs S says she has always carried out maintenance to her home and she didn't have any problems prior to the storm conditions. I have balanced this against the information which supports AXA's decision to decline the claim – and, on balance, I'm more persuaded the storm wasn't the main cause for the damage. I wish to reassure Mrs S, I'm not saying there wasn't any storm condition present around the time Mrs S discovered the damage to her home. What I'm saying here is that I'm more persuaded the storm highlighted an existing problem – and it was this existing problem which I believe, more likely than not, was the main cause of the damage in this case.

#### *Customer service issues*

I can see Mrs S says she had to continue chasing AXA for updates and found out her claim had been declined only after spending more than an hour on the phone and being passed from one member of staff to another. I can see from email exchanges between Mrs S and AXA, she was frustrated at the level of customer service she was receiving. I agree, in these circumstances, that it's right for AXA to pay compensation for the frustration and inconvenience caused to Mrs S. Looking at the impact this had on Mrs S, I think the £50 AXA have offered is fair and reasonable in the circumstances.

I'm sorry to disappoint Mrs S as I can see she firmly believes the damage to her property is as a direct result of storm conditions. I do want to reassure Mrs S that I have carefully considered her points and arguments but the evidence I've seen persuades me that, it's more likely than not, the storm condition wasn't the main cause of the damage. My role is to consider whether AXA have acted fairly and reasonably in declining the claim. And, for the reasons I have given, I think they have.

#### **My final decision**

AXA Insurance UK Plc have already made an offer to pay £50 compensation to settle the complaint, and I think this offer is fair in all the circumstances.

So my decision is that AXA Insurance UK Plc should pay £50 to Mrs S, if they haven't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 28 November 2024.

Paviter Dhaddy  
**Ombudsman**