

## **The complaint**

Mr P complained that AXA Insurance UK Plc (“AXA”) unfairly declined his claim for damage to his property and contents following a storm. AXA were providing a home insurance policy.

## **What happened**

Mr P made a claim to AXA following a storm. The storm caused significant damage to Mr P’s home and contents. AXA’s loss adjuster validated the claim and reviewed the damage. The inspection of the property was some two to three months after the incident. The damaged flat roof had been stripped off and another contractor was in the process of laying a new flat roof.

Mr P said he had the flat roof covering installed 12 years ago and he hadn’t experienced any problems with the roof in the intervening time.

Based on the report of its loss adjuster, AXA decided to decline the claim. It said the main cause of the damage was a natural breakdown in the roofing materials, rather than the heavy rainfall itself. AXA said that damage caused by wear and tear was excluded from the policy.

Mr P is unhappy with the outcome and wants the claim settled in full.

Our investigator decided not to uphold the complaint. Whilst the loss adjuster didn’t inspect the damaged roof whilst it was in place, he felt there was sufficient evidence provided by AXA to indicate the roof was in a deteriorating condition. So, he thought AXA had been fair to use the exclusion of wear and tear to decline the claim. Mr P disagreed, so the case has been referred to an ombudsman.

## **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 our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred 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 cause of the damage?

I will use this structure to work through the complaint. I’m likely to uphold the complaint if the answer to all three is ‘yes’. If the answer to one of the questions is ‘no’, I’m unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

The policy sets out a definition of a storm. It is defined as *“A period of violent weather, including either: wind speeds of at least 47mph, or rainfall of at least 25mm per hour”*.

Our service has access to weather records, so I have checked these for the dates Mr P said the incident occurred (9 and 10<sup>th</sup> of December 2023). The peak gusts experienced recorded were 42mph and the heaviest period of rainfall was 2.6mm in the hour. I have also checked the week prior to the incident and the conditions recorded were calmer.

AXA would've been in its rights to decline the claim at this point, as the storm at the time of the incident didn't meet the criteria set out in the policy definition. However, AXA didn't. It continued to consider the claim, so I will as well.

*Was the damage claimed for consistent with damage a storm typically causes?*

Mr P has said to our service *"this flood occurred during an official storm. The torrential rain caused the water outlets to back up due to the sheer volume of water, overwhelming the roof's structural capacity. There have been no prior issues with the roof, and it is unreasonable for the assessor to conclude this is wear and tear without evidence. This was clearly a one-off event, and I believe it was a direct result of the storm, not a pre-existing condition"*.

I don't think Mr P's description of events are consistent with the damage I'd expect to have been caused. The rainfall at the time was much lower than defined storm conditions, so I wouldn't expect water outlets to back up and I would expect a watertight roof to withstand any surface water that was sitting on it.

As AXA did consider whether the storm was the main cause of the damage I will as well. But given the conditions didn't meet the policy definition of a storm and given the damage doesn't fit with what I'd expect a storm to cause, I think it's unlikely I'll uphold this complaint.

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

AXA said the storm wasn't the main cause of damage. It said, *"upon review of the received reports and assessments, it was concluded that the damages were not directly attributable to the recent storm incident but rather existed prior to the reported event"*.

Mr P was unhappy as he said the loss adjuster didn't take any photographs of the roof in place. The loss adjuster couldn't as a new roof was being installed. However, he did take photos of the roof that had been removed and he spoke to the contractors fitting the new roof.

I've listened to the loss adjusters verbal report, his written report and the supporting photographs of the old roof removed. I've considered that Mr P had the old roof installed around 12 years ago. The roofing contractors had informed Mr P that the old roof had been installed on top of the previous roof covering. The loss adjuster has said this isn't the proper way to fit a new roof.

I'm aware the policy only covers damage *"provided a qualified roofer has inspected and maintained the flat roof within the last 10 years"*. I haven't seen any evidence to suggest the roof has been inspected and maintained. Mr P said the last work done on the roof was 12 years ago. I know from working other similar cases, its normal that after 10 years flat roofs of similar construction start to break down.

I'm persuaded that it's likely the roof was towards the end of its life. The construction of the roof (laying a new structure on the top of an old one) isn't ideal, the roof was over 10 years old, and the removed materials inspected by the loss adjuster were worn. The policy has a general exclusion, which states *"damage caused gradually or by wear and tear or failure to*

*fix a known issue are circumstances that aren't covered under this policy".* I think AXA has been fair to decline the claim based on this exclusion. I haven't seen any other expert reports which contradict this.

The weather conditions didn't meet the policy definition and the damage wasn't consistent with a storm. So, as I've said "no" to all the three questions I posed, I think AXA has been fair in declining this claim. So, I don't uphold this complaint.

I appreciate Mr P was unhappy with the delay in the roof been inspected. However, I'm comfortable with the evidence that has been provided to demonstrate the roof was showing signs of wear and tear. I'm also conscious Mr P should've contacted AXA before replacing the roof, for it to carry out a proper inspection.

Given I think the decision is right and Mr P has already been compensated fairly for the delays, I don't uphold this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require AXA Insurance UK Plc to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 1 January 2025.

Pete Averill  
**Ombudsman**