

The complaint

Mr and Mrs L complained that AXA Insurance UK Plc (“AXA”) unfairly declined their claim for damage to their roof and internally within their property following a storm. AXA were providing a Park home insurance policy.

What happened

Mr and Mrs L said they noticed water inside the property and contacted a Park Homes representative to inspect the damage. They said they were advised that the damage was caused by a storm which had recently hit.

The Park homes representative provided a quote to replace a large part of the roof structure and it started the work that day to prevent any further damage internally. Mr and Mrs L also made a claim to AXA that day.

Mr and Mrs L thought as they claimed the same day, AXA could've sent out a surveyor to inspect the works and the materials taken off the roof. AXA validated the claim and asked the Park Homes representative for its opinion on what caused the damage and for any supporting photographs.

Based on the information provided, AXA decided to decline the claim. It said the damage was caused by wear and tear which was not covered by the policy. AXA did arrange for £50 compensation for the delay in Mr and Mrs L receiving back their Subject Access Request (SAR).

Mr and Mrs L want their claim settled in full.

Our investigator decided not to uphold the complaint. Whilst AXA didn't inspect the damaged roof whilst it was in place, she felt there was sufficient evidence provided by the Park homes representative to indicate the roof was in a poor condition. So, she thought AXA had been fair to use the exclusion of wear and tear to decline the claim. Mr and Mrs L 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?

Our service has access to weather records, so I have checked these for the dates Mr and Mrs L said the incident occurred (12th November 2023). The peak gusts recorded were less than 30mph and the heaviest period of rainfall was 1.6mm in the hour. I have also checked the week prior to the incident and the conditions recorded showed the winds didn't get much above 30mph.

These winds wouldn't meet our service's criteria for a storm. The rainfall was slightly heavier in the week prior to the incident, but again not at a level which would be close to our service's criteria for a storm.

So, at this stage, it's already looking unlikely I will uphold this complaint. As the weather wasn't that bad at the time of the reported incident.

For completeness, I will consider the next question.

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

I haven't seen any evidence provided of storm damage. It's the policyholder's responsibility to do this. The only photographs provided don't show the damaged roof in place, only the damaged roof once it had been stripped.

Therefore, as there is no evidence bad weather caused the damage and the weather didn't meet the threshold for a storm, I don't uphold this complaint.

Were the storm conditions the main cause of the damage?

Whilst, this part of my decision is irrelevant, as I've already decided not to uphold the complaint. I wanted to be thorough. I think AXA has been fair in saying it is most likely wear and tear was the main cause of damage. It's possible some rain at the time exposed this pre-existing condition.

AXA asked the Park homes representative who replaced the roof to give its opinion on the cause. The representative said the storm wasn't the main cause of damage. It said:

"Reason for work - Roof leaking from valley area causing panel issues. Valley was brittle and had holes in it causing leak - reason for new valleys. The felt underneath the tiles was corroded further back than roofline that caused some rotten batons and water to get into panels. reason for new felt and battens. The resin stone chip effect on the tiles had corroded away so we had to replace the tiles".

I've viewed the photographs of the damaged roof once it was removed. I'm persuaded by the representative's testimony. It supports what I can see in the photographs which is old and deteriorated roofing materials.

The policy under the general exclusions states *"this insurance does not cover any claim arising from anything which happens gradually including deterioration or wear and tear"*. As I think AXA has declined the claim fairly in line with the policy exclusions. I don't uphold this complaint.

I appreciate Mr and Mrs L don't think the employee for the Park home representative is in a position to make this testimony. The employee had spoken to those who'd been involved directly onsite with the work before providing the statement. This is the only written evidence

I have and it's consistent with what I can see in the supporting photographs. I find the information persuasive and I haven't seen any other reports that contradicts this testimony.

Mr and Mrs L think AXA should've inspected the roof on the day they made the claim. Unfortunately, this isn't realistic and isn't how claims work. An insurer would need some time to allocate a surveyor to a claim. This wouldn't have changed my view on this case, the roof was in a poor condition. Also, Mr and Mrs L did have the option of using their representative to make a temporary repair to their roof if they wanted more time to allow a surveyor to inspect the property.

I think the compensation offered by AXA for the delay in dealing with the SAR is fair (£50). If Mr and Mrs L haven't yet accepted this, then they can still contact AXA and ask for it to be paid. I haven't considered the other points Mr and Mrs L raised as I don't have jurisdiction to do so. Any issues first need to be raised with AXA and it given the opportunity to respond to any new issues. If at this point the issue isn't resolved it can be escalated to our service.

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, except pay the £50 compensation that has been offered (if it hasn't already).

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

Pete Averill
Ombudsman