

## **The complaint**

Mrs Z complains AXA Insurance UK Plc (AXA) wrongly declined a claim for storm damage made under her commercial insurance policy.

Any reference to AXA includes their agents.

## **What happened**

In early 2022, Mrs Z says her commercial property was damaged by a storm. She contacted AXA who asked for more information to progress the claim. AXA says this was provided in November 2022. They appointed their surveyor to review the claim who said the damage to the sign had occurred gradually over time and the guttering didn't appear to have been damaged by the storm.

Mrs Z was didn't agree this was the correct outcome to her claim so asked AXA to review it, but this didn't alter the claims outcome either. Mrs Z complained and AXA issued their final response in April 2023. They said they were satisfied they'd reached the correct claim outcome.

Unhappy with AXA, Mrs Z referred her complaint to the Financial Ombudsman Service. It was considered by one of our investigators who said she considered AXA had fairly declined the claim. As Mrs Z didn't agree, this matter has 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.

First, I'd like to reassure Mrs Z that while I've summarised the background to this complaint and her submissions to us, I've carefully considered all that's been said and sent. In this decision though, I haven't commented on each point that's been made and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

When considering complaints about storm, we consider three key questions. If the answer to any of these questions is no, we're likely to conclude an insurer fairly declined a claim.

The first question is whether storm conditions occurred. Here, it's accepted storm conditions occurred at the time the damage was identified with wind speed in excess of 60 mph.

The second question is whether the damage claimed for is consistent with damage caused by a storm. Mrs Z has claimed for damage to guttering and the sign at the front of her shop. But the expert report notes the guttering had split, which isn't usually consistent with damage typically expected of storm conditions.

I'll turn now to the last question and the one at the centre of this dispute. And that's whether the storm conditions were the main or dominant cause of the damage. I've considered the surveyors' report which says the guttering split and was in poor condition. The damage to

the guttering was not considered to be consistent with that caused by storm conditions and I haven't been provided with any expert reports to suggest it was damaged by the storm.

And the surveyor said while the sign looked to have come away during the storm, the damage included rot caused by water escaping from the gutter, which had occurred over time. The surveyor noted and there were other indications of wear, such as the delamination of the sign. Again while I've considered what Mrs Z said about the condition of the sign before the storm, I consider it's more likely than not the damage to the sign has occurred gradually.

Overall, while I've considered the extensive set of images and documents provided by Mrs Z, I consider AXA acted fairly in declining her claim. I'm satisfied AXA has shown the damage to the guttering and sign are not consistent with storm damage, and the policy doesn't provide cover for damage that has occurred gradually. For the reasons I've set out, I won't be requiring AXA to take any further action in respect of Mrs Z's claim.

I appreciate what Mrs Z has said about the time between the claim being reported and the damage being inspected. But I don't hold AXA wholly responsible for that delay as for some of the time, AXA was waiting for Mrs Z to provide it with information. I appreciate she was unwell and waiting for contractors to provide her with quotes. But from the point AXA reviewed the information, three weeks passed between the surveyor being appointed and their report being shared with AXA, and I consider this timeframe reasonable.

### **My final decision**

My final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Z to accept or reject my decision before 30 December 2024.

Emma Hawkins  
**Ombudsman**