

The complaint

Mr A is unhappy with the decision by AXA Insurance UK Plc following a claim for storm damage on his home insurance policy.

What happened

Mr A held a home insurance policy with AXA which included cover for storm damage. The policy booklet defined storm as:

Storm

A period of violent weather with wind speeds of at least 55mph, or rainfall of at least 25mm per hour, or snowfall of at least 30cm in 24 hours, or hail of such intensity that it damage hard surfaces or breaks glass.

The policy terms and conditions explained:

WHAT IS NOT COVERED

For any claim, regardless of cause, no cover is provided for:

☐ *Flat roofs, or damage caused by failure of flat roofs, unless there is proof that the flat roof has been inspected and maintained at least every 10 years by a registered builder*

In November 2023 Mr A contacted AXA to make claim. Mr A explained that he couldn't recall the exact date of the damage as he'd noticed water ingress in one of the bedrooms around two weeks ago, and later discovered that the flat roof of the dormer had been blown off.

In February 2024 AXA instructed a third party, B, to complete a site inspection in order to validate Mr A's claim. Mr A told B that in an attempt to prevent further water ingress he had completed a repair to the flat roof of the dormer at a cost of £1,800.

Following this visit AXA asked Mr A to provide evidence of the flat roof being inspected and maintained in line with Mr A's policy terms. Mr A said that he had completed repairs to the flat roof dormer in June 2023 by a roofer, hereafter referred to as R. Mr A provided comments from R summarising the repairs completed in June 2023, and screenshots showing payments totalling £21,000 made to R between May and June 2023.

In March 2024 AXA instructed another third party, G, to further investigate Mr A's claim. AXA reviewed the evidence and informed Mr A that his claim would not be covered. AXA agreed the time taken to communicate its outcome had been longer than expected. AXA paid Mr A £150 compensation in recognition of the delays caused and impact on Mr A. Mr A was unhappy with this outcome, and escalated his complaint to this service.

The investigator found that AXA had acted fairly in declining Mr A's claim as there wasn't any evidence of storm conditions on or around the date of claim, and storm conditions being

the main cause of damage. Mr A strongly disagreed with these findings. As the complaint couldn't be resolved it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that has been provided.

This service has an established approach for considering storm damage. We'd likely say a business needs to do more if the answer to the following three questions is yes:

1. Were there storm conditions on or around the date of claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of damage?

If the answer to any is no, it's likely the business has acted fairly.

1. Were there storm conditions on or around the date of claim?

During AXA's investigation of Mr A's claim, Mr A told AXA *'I noticed the damage on the 28th October. I would have made contact with the insurer on that date or around that date, but it had been leaking for a week or two weeks...'*

I've seen that AXA's investigation of Mr A's claim was for the period around 20 October 2023. Given what Mr A had explained about when he thought the date of loss was, I have used the same date to consider Mr A's claim, and the reported weather around this time.

AXA's investigation of Mr A's claim found that there no evidence of a wind speeds meeting the definition of storm on or around the date of loss *'but there was rainfall equivalent'*. I have checked the rainfall around 20 October 2024. And I've seen that the weather records from around this time indicate maximum hourly rainfall of 2.2mm. I've also checked the maximum 24 hourly rainfall and this is recorded as 8.2mm. Based on this evidence I'm unable to say that the rainfall around the date of loss was enough to satisfy the policy terms.

I've also considered the wind speeds recorded around the time of loss. And the maximum wind speed I have found evidence of is 46mph. I accept that this force of wind doesn't satisfy the policy terms which says cover would only be provided in the event of *'wind speeds of at least 55mph'*. For completeness, I've gone on to consider the whether the damage is consistent with storm damage.

2. Is the damage consistent with storm damage?

During AXA's investigation of Mr A's claim, Mr A explained he'd noticed water ingress in one of the bedrooms around two weeks ago, and later discovered that the flat roof of the dormer had been blown off.

I've carefully considered the weather, including the highest recorded wind speeds and rainfall, around the date of the loss. And I don't think there is enough evidence to say that

wind speeds of 46mph and rainfall of 2.2mm could cause the severe structural damage reported by Mr A. But given Mr A's strength in feelings about Storm Babet causing the damage, for completeness, I've gone on to consider whether, on balance, the storm conditions were the main cause of damage.

3. Were the storm conditions the main cause of damage?

Mr A says the damage to the flat roof of the dormer was caused following Storm Babet as the area where he lives was severely impacted. When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

At the time of completing a site visit, Mr A had already completed repairs to the flat roof of the dormer. Mr A explained that this was because of the time of the year and the continued rainfall and cold weather experienced throughout December 2023 and January 2024 before AXA attended to investigate his claim. I'm persuaded by what Mr A has explained about repairs that were needed at the time, and it was reasonable for Mr A to continue with repairs to at least to prevent further water from entering his property and causing more damage.

As repairs had already been partially completed, it was difficult to assess the full extent of the damage Mr A had reported around the time he made his claim in November 2023. But Mr A's description of what had happened is enough to say that the damage was considerable and far reaching. This is supported by what Mr A has described, in saying that the whole flat roof of the dormer had been blown off.

I've considered Mr A's strong representations about the condition of the roof, and the work that was carried out on the roof only a few months before the time of the reported damage. But this doesn't change the evidence showing weather conditions at the time, and the substantial damage caused to Mr A's property.

On balance, the evidence I've seen is more consistent with existing damage being highlighted, rather than stormy conditions being the cause of it. In reaching this decision I've considered the maximum wind speeds of 46mph from around the time of loss. Usually for wind speeds reaching 46mph, some light damage such as roof tiles being lifted, might be expected. However the severity of damage caused to the flat roof of the dormer, specifically with this being completely blown off, isn't supported by weather conditions at the time. This evidence alongside what the policy terms explained about what would be defined as '*Storm*' persuades me that AXA's decision to decline Mr A's claim is fair and reasonable.

Accidental damage

I have seen that Mr A's policy included accidental damage to buildings. I've therefore considered whether the damage to the flat roof of the dormer would reasonably be covered under this section of Mr A's policy.

Mr A's policy explains '*Full Accidental Damage provides a comprehensive level of cover and is designed to protect Your Home or Outbuildings from Accidental Damage caused by You, Your guests, or Vermin*'.

I have considered whether the damage to the flat roof of the dormer would be something covered by the accidental damage to buildings section of Mr A's policy. But given what the policy explains about the cause of damage, I can't say that the damage to the flat roof of the dormer is covered by the policy.

I appreciate that this will come as a great disappointment to Mr A. But insurance policies do not cover every eventuality, and this is one of those circumstances, where the damage isn't covered by the policy. I can't say that AXA has acted unfairly or unreasonably in declining Mr A's claim. Because of this, I won't be asking AXA to do anything in settlement of this complaint.

Claim delay

Mr A reported his claim in November 2023. But it wasn't until February 2023 that a site inspection was completed. Despite this being followed up by a further visit in March 2023, it wasn't until late April 2023 that AXA informed Mr A about its decision to decline his claim.

It's not disputed that there were delays in communicating updates to Mr A about this claim. This resulted in Mr A having to chase AXA to ask for an update on what was happening with his claim, and whether a decision on liability had been reached. But claims like Mr A's can take time to consider. And it's not unusual for evidence to be scrutinised, and for additional evidence to be requested during the claims process, in order for an insurer to ensure that the policy terms have been met. Given the value of Mr A's claim, and previous work that had been undertaken on the flat roof of the dormer, it was fair for AXA to further investigate the evidence and what had been explained about the claim circumstances.

I accept that this meant Mr A had to wait longer than expected for an outcome on his claim. And this would've caused stress and upset at a time that Mr A was already feeling frustrated by what had happened in having to deal with the damage caused to flat roof of the dormer. AXA paid Mr A £150 for its poor service. I'm satisfied this amount is fair and reasonable and in line with our approach. This amount recognises the inconvenience caused to Mr A as a result of having to chase AXA for updates. As I'm persuaded £150 is broadly in line with what this Service would direct in similar circumstances, I won't be asking AXA to do anything more in settlement of Mr A's complaint.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 December 2024.

Neeta Karelia
Ombudsman