

The complaint

Mr F has complained about AXA Insurance UK Plc's decision to reject a claim he made for storm damage under a home insurance policy he shares jointly with Mrs H.

As Mr F is the lead contact for the complaint, I will refer to him in my decision on behalf of Mr and Mrs H.

All reference to the insurer AXA in my decision includes agents acting on its behalf when dealing with the claim.

What happened

In June 2023 Mr F reported damage to their roof from a storm. AXA initially declined the claim as it said storm conditions hadn't occurred.

Mr F provided weather data evidence which led to AXA overturning its original decision. So later in June 2023 AXA said it would consider the claim. It gave Mr F the option to appoint his own Loss Adjuster (LA) or AXA could appoint one.

Mr F provided two quotes along with video footage and photos to support his claim for the damage repairs. On review, AXA appointed an LA to inspect Mr and Mrs H's roof and provide a report. On receipt of their report, AXA declined the claim.

Mr F complained to AXA. He was unhappy with its decision and for how long it had taken to decide on their claim. It took four months from the date of the LA's visit to tell Mr F it had rejected it.

AXA upheld Mr F's complaint in part. For the delay it caused during its handling of the claim, it paid £70 compensation. But it said its decision to decline the claim was correct.

One of our Investigators thought AXA had reached its decision to decline the claim reasonably, in line with the policy, and in line with our approach to storm damage complaints. But he thought AXA should pay a total of £150 compensation for the distress and inconvenience caused by its delay in informing Mr F of its decision.

AXA accepted the Investigator's findings. Mr F doesn't agree this gives a fair outcome. In summary he says the damage to the roof was caused by the storm. So the case 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.

As the Investigator explained, we have a long standing approach to storm damage claim complaints. We ask three questions when considering storm damage complaints to decide if an insurer acted reasonably in rejecting a claim. These are;

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

AXA defines the term 'storm' under the policy as:

"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 damages hard surfaces or breaks glass."

AXA initially declined Mr F's claim as it said storm conditions had not been met. But by the end of June 2023 AXA accepted following Mr F's evidence that storm conditions had occurred due to heavy rainfall. And I'm satisfied from the information available that storm conditions occurred due to heavy rainfall.

So the answer to the first question is yes.

Video footage and photos from both Mr F and AXA's LA show slipped and missing tiles to the roof. There is water ingress damage to the interior of Mr F and Mrs H's home. So the answer to the second question is yes.

AXA, like most insurers, doesn't provide cover for every eventuality. AXA excludes cover for damage caused gradually by wear and tear.

I've carefully considered the information provided by both Mr F's appointed LA and AXA's appointed LA. I appreciate that Mr F says the roof was in good condition immediately prior to the storm. And he says it was over five months from the incident to the date AXA's appointed LA visited to take photos and report on the damage.

However, from all of the available information, I'm more persuaded by the report and photos provided by AXA's appointed LA. They show the overall condition of the roof to be in poor condition, with moved, missing and slipped tiles throughout along with several parts of the roof covered in moss, which can cause tiles to remain wet for extended periods and weaken a roof's structure.

I'm reasonably satisfied that, although AXA's LA visit was some time after the event, the evidence provided, along with Mr F's video footage and photos, is sufficient to decline the claim. I think the evidence shows the condition of the roof due to gradual wear and tear was the main cause of the damage, and not storm. I agree that storm conditions occurred, but that the storm highlighted the existing condition of the roof and was not the main cause of the damage. So the answer to third question is no.

I think AXA caused a delay in its handling of the claim. Its appointed LA visited Mr F and Mrs H's home in October 2023, but AXA didn't let Mr F know of its decision to decline the claim until February 2024. I think this was unreasonable as an insurer should deal with claims promptly.

For the distress and inconvenience caused by the delay, I think AXA should increase the compensation it has paid to £150. This is in line with awards we give in similar circumstances.

I understand Mr F will be very disappointed that I find AXA reasonably declined the claim. But I think this is a fair outcome in line with the evidence from both parties and our approach.

My final decision

My final decision is that I uphold this complaint in part. I require AXA Insurance UK Plc to pay Mr F and Mrs H a total of £150 compensation for the distress and inconvenience caused by its delay.

AXA Insurance UK Plc must pay the compensation within 28 days of the date on which we tell it Mr F and Mrs H accept my final decision. If it pays later than this it must also pay

interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs H to accept or reject my decision before 4 June 2025.

Geraldine Newbold
Ombudsman