

The complaint

Mr H complained that AXA Insurance UK Plc (“AXA”) unfairly assessed and then declined his claim for storm damage, under his home buildings insurance policy.

What happened

Mr H noticed damage caused by water ingress to his lounge ceiling following a period of severe weather. He contacted AXA to make a claim on 28 October 2024. Mr H was asked to employ contractors to identify the source of the water ingress. He obtained quotes for the repairs from two contractors and sent this information to AXA.

Mr H said AXA then appointed a surveyor to inspect the damage. Based on the report provided he said the business declined his claim. Mr H raised concerns that the surveyor didn’t bring a ladder. This meant he was unable to inspect the roof as his roofing contractors had. He didn’t think it was fair for AXA to decline his claim and so he complained.

In its final complaint response AXA explained that its surveyor was able to take images of Mr H’s roof using a camera on a pole. It said there was no external evidence of storm damage. It thought the repairs quoted by Mr H’s contractors weren’t consistent with damage caused by a storm. Rather, its surveyor said the damage was more likely linked to an issue with the leadwork where a vent pipe exits the roof. AXA told Mr H that it would maintain its decline decision.

Mr H didn’t think he’d been treated fairly and referred the matter to our service. Our investigator didn’t uphold his complaint. He said that storm conditions had been recorded around the time of Mr H’s loss. But he didn’t think this had caused the damage.

Mr H didn’t accept our investigator’s findings. As an agreement wasn’t reached the 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.

Having done so I’m not upholding Mr H’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

It’s for the policyholder to show that damage has resulted from an insured cause, fire, flood, theft etc. If they can then the insurer should pay the claim. This is unless it can reasonably rely on a policy exclusion not to.

One of the contractor’s Mr H approached said the water ingress was the result of storm damage to his roof. So, I’ve focused on this as the insured cause.

There are three questions we consider when determining if a storm caused the damage in question. 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?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at data from the closest weather station to Mr H's home, which is approximately seven miles away. The maximum wind gusts recorded in the days preceding Mr H reporting his loss were 55mph.

I've also read the weather data AXA provided. This showed slightly higher wind speeds recorded at 56mph around the same time.

Mr H's policy defines a storm as:

"A period of violent weather, including either:

wind speeds of at least 47mph, rainfall of at least 25mm per hour, snowfall of at least 30cm in 24 hours, hail so intense that it damages hard surfaces or breaks glass"

This shows the wind speeds recorded fell within AXA's definition of a storm. The level of rainfall, although heavy, doesn't meet with a storm definition. But as the wind speeds exceeded 47mph the answer to question one is, yes.

Rainwater ingress is typical of damage caused by a storm. For this to happen I'd expect to see evidence of damage to the roof coverings for rainwater to penetrate internally. But I'll accept the answer to question two is also yes. The final question I need to be satisfied with is that the storm was the main or underlying reason for the damage.

The contractor that provided commentary on the cause of the damage said:

"After a recent visit to [Mr H's home] and inspecting the damage caused by water ingress due to storm damage to the roof, below is a breakdown of costs to carry out remedial works to lounge area/living area.."

Although the contractor refers to storm damage. He doesn't qualify this with evidence or reasoning to show this was the cause of the damage. The roofing contractor Mr H contacted didn't specify the cause of the damage in his quote for repairs.

The report provided by AXA's surveyor said:

"Externally there is no evidence of storm or any visible damage, internally approx. 1m2 of the plaster finish on the lath and ceiling in the living room has bulged and the board joints on the laminate floor below have swollen."

And:

"Roofers estimate [contractor] is not consistent with storm damage repairs and the cost is overstated for the work quoted. Internal estimate [contractor] the scope is accurate however the cost is overstated."

In response to Mr H's concerns, AXA's surveyor said:

“A roofer has attended on 2 occasions on the first occasion they were unable to identify the problem and on the second the PH advised that they had done something and have since provided an estimate for the full repair, the estimate is in files and the repairs are not consistent with storm damage more of an issue with the leadwork around the area where the vent pipe exits the roof”.

AXA's surveyor found no evidence of storm damage. I've carefully examined the photos of the roof that were taken using a camera on a pole. I can't see any damage to the roof that could be attributed to a storm. For example, tiles/slates that have been dislodged or broken, or other impact damage due to flying debris.

Based on this evidence the damage wasn't caused by a storm. The indicated cause of the rainwater ingress is poor workmanship relating to the leadwork on Mr H's roof. His roofer has included repairs to the leadwork in his quote, which also suggests a problem in this area. So, although storm force winds were recorded, there is no evidence to show that a storm was the main or underlying cause for the damage.

This means the answer to question three is no, and AXA can reasonably decline the claim.

I've thought about Mr H's concerns regarding the surveyor's qualifications and that he didn't go on the roof to inspect the damage.

The surveyor's report is written using language I'd expect to see when validating a claim. He gave a detailed description of the damaged areas and provided clear images of the part of the roof thought to be allowing rainwater to penetrate internally. I haven't seen anything that indicates the surveyor was incapable of assessing the damage appropriately. I understand Mr H's concern that the surveyor didn't use a ladder to get onto the roof. But the photos he took were clear and showed there was no storm damage. Using a camera on a pole is common practice in the industry when assessing damage claims. I accept Mr H's comments that the roofer he contacted went onto the roof. But he hasn't provided evidence or an explanation to show that the damage was caused by a storm. Based on this, I don't think it was inappropriate for AXA to base its decline decision on its surveyor's findings.

Having considered all of this I don't think AXA treated Mr H unfairly when it relied on its policy terms to decline his claim. So, I can't reasonably ask it to do any more.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 October 2025.

Mike Waldron
Ombudsman