

The complaint

Mrs D and Mr V have complained that AXA Insurance UK Plc unfairly rejected a claim under their home insurance policy.

As Mr V has been the main correspondent on the complaint, I will refer only to him in this decision.

What happened

Mr V says that during a storm on 2 January 2024, he was alerted by his neighbour that the flat roof on the attic dormer of his property was damaged. Mr V contacted AXA a few days later, to claim the cost of replacing the flat roof. He has provided a quote for this of £3,340 plus VAT.

AXA sent a surveyor to inspect the property. The surveyor said the damage to the roof consisted of tears in the flat roof material around the edge, which meant the roofing material had lifted. The surveyor said this was not consistent with storm damage and was more likely due to the materials becoming brittle as it was not installed correctly. As such AXA said the claim was not covered under the policy.

Mr V was very unhappy with this. He says the roof was in good condition prior to the storm and provided a copy of a message from a roofer, who had carried out work on parts of the main pitched roof on his property in September 2023, to say the flat roof had been in good condition at that time.

AXA did not change its position on the claim as it still considered that the damage was due the roof material becoming brittle over time but apologised for asking Mr V to provide evidence of maintenance of the roof, which it acknowledged was not relevant to the exclusions it was relying on. It offered £100 compensation for this.

Mr V remained unhappy, so referred the matter to us. Mr V wants the claim met in full and also complained about the handling of the claim; he says he had to call and chase many times often having to wait on hold for long periods.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld, as she was satisfied that the damage was more likely the result of wear and tear rather than storm damage. The Investigator did however recommend that the compensation be increased to £250 due to the difficulties Mr V had in speaking to AXA and progressing the claim.

AXA accepted the Investigator's assessment.

Mr V did not accept the Investigator's assessment. Mr V made a number of points in response. I have considered everything he has said and have summarised the main points below:

- There had been a number of storms in the lead up to 2 January 2024 and together they are likely to have damaged the roof.
- The roof wasn't damaged in September 2023 but was damaged in January 2024, so this supports that the storms in that period caused the damage.
- His roofer told him that there were a few properties in the area damaged and the roofer thought the damage to his roof was storm damage.
- If it is not a storm damage what caused the damage? And, in any case, the roof is damaged regardless of the cause, so who needs to pay for it to be fixed? If it is him, then what is the point of having insurance?
- If the roof has lasted for over 10 years can the installation be blamed?
- How should he make a claim when he does not know what exactly caused the damage, as it seems it can become a wrong claim or be rejected on some technicality?

As the Investigator was unable to resolve the complaint, it has been passed to me.

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.

Mr V's household insurance policy provides cover for various perils that cause damage to the property. This includes storm.

Storm is defined in the policy as being: *"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."*

The cover for storm damage under the policy is, however, subject to various terms and conditions. The most relevant to Mr V's claim are the following:

"What is not covered ...

Your policy will not cover loss, damage, liability, costs or expenses for claims in the following circumstances ...

Damage caused gradually by wear and tear...

Damage due to faulty design or workmanship."

Mr V says that regardless of the cause of the damage, it needs repairing and suggests this should be paid for by AXA in any event, otherwise there is no point in having insurance. However, as stated above this policy, like all insurance policies, it does not cover everything that might happen to the insured property. Insurance is not to cover general maintenance but to provide cover for specified unforeseen events. In this case the relevant part of cover is for storm, so it has to be established that the damage claimed for was caused by storm. This is not a technicality but the basis of the cover.

It is a principle of insurance that it is for the claimant to establish their claim. This means that in this case, Mr V has to establish, on the balance of probabilities that it is more likely than not that the damage she is claiming for was caused by the insured period of 'storm'.

If AXA wants to rely on an exclusion to reject a claim that would otherwise be covered, then it has to establish, again on the balance of probabilities, that the exclusion applies.

Bearing all this in mind, when looking at a storm claim, there are therefore three questions for me 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?

If the answer to all three of these is 'yes', then it is likely that I will uphold the complaint but if the answer to one of the questions is 'no', I'm unlikely to uphold the complaint. I will address each of these in turn.

Do I agree that storm conditions occurred?

AXA noted that there were winds of 69mph on 2 January 2024, which would meet the policy definition of storm. Given this, I will move on to the next question.

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

I think a storm of the force reported on 2 January 2024 could dislodge tiles or blow them from the roof. However, flat roof material is generally bonded to the roof, so ordinarily it is reasonable to expect a well-installed and maintained flat roof to withstand damage in most storms, although as there is a small chance damage could've been caused.

I will consider the next question.

Were the storm conditions the main cause of the damage?

Mr V has provided evidence by way of a message from his roofer saying he did not see any problems with the flat roof in September 2023 when working on the property. He does not say that he carried out a proper inspection at that time, although I note he refers to replacing a section of gutter on the dormer roof. There are no photos as far as I am aware of the condition of the flat roof from that time.

Mr V also says that his roofer told him he thought the damage reported in January 2024, looked like storm damage. However, I have not seen any confirmation of this from the roofer.

There is therefore no reliable evidence of the condition of the roof prior to January 2024 and even if there were, and I accepted that the damage happened between September 2023 and January 2024, this does not establish in itself that the damage was caused by storm. It may not have torn before January 2024, but this does not preclude the cause of this damage being gradual wear and tear of the materials.

Having considered everything carefully, I do not think there is sufficient evidence that the damage was more likely than not caused by storm.

In case, I am wrong about that (for argument' sake) I have gone on to consider if AXA can rely on the exclusions set out above.

AXA's surveyor said that there had been a gradual deterioration of materials on the flat roof due to incorrect installation and this was the main cause of the damage. He said the roofing material had not been bonded at the edge, allowing it to become brittle and then be damaged.

I have looked at all the photos provided by Mr V and AXA of the roof. They show at one

corner the roofing material (which covers the flat roof and then folds over the edge to cover the vertical edge of the roof) has torn and lifted away. The photos show that the roofing material was still bonded to the vertical edge, as that is still intact but has been torn away where it folds over and is not attached to part of the flat roof surface. I think the photos do show that the roofing material was not bonded to the flat surface and the edge where it folds over.

Mr V has queried how the roof lasted so long, if it was installed incorrectly. However, such issues may not appear for some time.

I also note Mr V has provided an email from the building control surveyor dated November 2013, when the roof was installed, which states "*I can confirm all works on site appear satisfactory and complete.*"

I do not think this establishes that the bonding was carried out correctly, which is not mentioned in the email. It seems to me that the building control surveyor would likely be considering other aspects of installation and works, and not necessarily whether it has been bonded correctly. I do not therefore think this helps establish the cause of the damage.

Having considered everything carefully, I do not think that Mr V has provided enough reliable evidence that the storm was the main cause of the damage to the roof and in addition, the evidence from AXA's surveyor does support that it is more likely that it was caused by gradual wear and tear and that this was probably the result of a lack of bonding.

Given this, I think AXA has fairly declined the claim for damage to the roof, as gradual deterioration is excluded from the policy.

Claims-handling

Although for the reasons given, I think AXA was entitled to refuse the claim, it acknowledged there had been some difficulties with the claim and the evidence it asked for. I also note Mr V had to chase for updates and had trouble speaking to AXA on various occasions and was sometimes left on hold or cut off. I agree that some compensation is warranted for this and agree with the Investigator that the sum of £250 is reasonable.

My final decision

I uphold this complaint in part and require AXA Insurance UK Plc to pay Mrs D and Mr V the sum of £250 compensation for the distress and inconvenience caused by its handling of their claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr V to accept or reject my decision before 11 July 2025.

Harriet McCarthy
Ombudsman