

The complaint

Mrs M complains that AXA Insurance UK Plc have unfairly declined her claim for storm damage to her property.

What happened

Mrs M had a buildings insurance policy with AXA.

In October 2023 she made a claim for storm damage to her roof, following noticing an ingress of water.

AXA asked for photographs of the damage, and these were referred to their loss adjusters who advised the claim should be declined as the damage was attributable to wear and tear. Mrs M complained but AXA didn't uphold the complaint, and so Mrs M brought her complaint to us in April 2024. In the interim period, Mrs M had some temporary repairs completed on the roof including putting on a waterproof coating and she obtained quotes for a complete new roof.

However, further storms occurred during January 2024 and the roof sustained further structural damage, with water coming through and affecting a number of rooms upstairs and downstairs.

Mrs M made a second claim and AXA sent out a loss adjuster who prepared a report advising that the new claim should also be declined as storm was not the main cause of the damage, it had only highlighted wear and tear. Mrs M also brought this complaint to us. One of our investigators has looked into both of Mrs M's complaints and he thought that AXA had acted fairly declining both of the claims.

Mrs M disagreed with our investigators view, and so the case came to me to review. I issued a provisional decision on the complaint. My provisional findings were as follows: *Having considered all of the evidence carefully, I'm proposing to uphold Mrs M's and I will explain why.*

When our service looks at a storm claim, there are three questions to consider:

- 1. Were storm conditions present on or around the date the damage is said to have happened*
- 2. Is the damage consistent with damage caused by a storm?*
- 3. Were the storm conditions the main cause of the damage?*

If the answer is yes to all three questions, then a claim will usually succeed. So, I've considered each of these questions in relation to each of the two claims below. In terms of whether storm conditions are present, Mrs M's policy booklet defines storm conditions 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

And so, I've applied this first test to each of the claims separately below.

October 2023 claim

The weather reports for around the time of loss show that there were peak gusts of 61mph in the area and that it was affected by Storm Babet. And so I'm satisfied that storm conditions were present on or around the time of the loss.

I've then gone on to consider whether there is evidence of damage consistent with the kind of damage caused by a storm, and whether the storm is the main cause of the damage. The damage has been caused to a flat fibre glass roof which resulted in an ingress of water. Roof damage is typical of the kind of damage caused by high winds, which can blow off tiles and roofing felt, and cause structural damage to chimneys. I understand that in Mrs M's case roofing materials have become detached from the structure, and so I'm satisfied that this is the kind of damage that would be caused as a result of a storm.

Lastly, I have to consider whether the storm was the main cause of the damage, and this is where AXA have declined the claim. They have said that the damage caused is as a result of wear and tear, not a one-off incident, and that the weather conditions simply highlighted an existing problem.

In the policy booklet there is a general exclusion at page 23 which says:

"Our policies don't cover gradual damage or damage caused by neglect, lack of maintenance, poor design or poor quality installation."

And at page 28 it further says that the policy won't cover loss, damage, liability, costs of expenses for claims arising from:

"Damage caused gradually or by wear and tear or failure to fix a known issue."

The policy document gives an example of rainwater coming through following a storm, where the roof is then found to have severely worn and damaged tiles - although wear and tear isn't defined in the policy.

So I've looked at the evidence used by the loss adjuster to make this decision. He didn't visit the property, but did a desk top assessment based on photographs taken by Mrs M.

He said: "It appears that during the high winds and heavy rain, the damage was caused to the flat roof and water ingress occurred damaging the ceiling below. However, the photos supplied show the flat roof to have been suffering from age related wear and tear with several splits in it. The policyholder stated that the roof was painted with a waterproofing product last year which would confirm it's poor condition."

AXA haven't provided me with a copy of the desktop report, nor provided me with the photographs used in that report. However, there are two photographs in the 2024 report which are noted to have been submitted with the October 2023 claim. These show the outer coating/felt of the roof has been torn off in two places. As these photographs only show small areas of the roof, I can't be satisfied that the condition of the roof as a whole is such that wear and tear is the main cause of the damage as indicated by AXA. And the torn materials in the photographs seem to be more likely to be attributable to storm conditions.

I'm also mindful that Mrs M has provided us with evidence of the roof being maintained since she moved in in 2017 and whilst I appreciate it is old, it wasn't leaking or damaged prior to the storm.

As such, I'm minded to uphold Mrs M's complaint and direct that this claim for storm damage proceeds.

January 2024 Claim

The weather reports for around the time of loss show that there were peak gusts of 76mph in the area which were part of Storm Isha, and so I'm satisfied that storm conditions were present.

The damage following the second storm appears to be more substantial, with at least one large section of the wooden substructure of the roof having been torn from the roof and blown to the ground. Again I'm satisfied that this kind of structural damage that can be caused by a storm.

So that brings me to the third question, which is again where AXA have declined the claim. Following this second claim, AXA did send out a surveyor to examine the damage in April 2024. He provided a report and some photographs. The report said that the fibre glass roof was constructed in the 1980's and had been maintained, but that the lifespan of this kind of roof would be around 30 years, and the exposed location of the property could also impact this. In their view, the lifespan of the roof had now expired due to the exposure to frequent difficult weather conditions rather than a one off event.

They also considered that the repairs undertaken in October following the previous incident could only be considered to be temporary repairs, which isn't in dispute, and the invoice from the roofers confirm that the repairs are temporary.

The surveyor also considered this claim in the context of the previous claim, saying that the roof was not in good structural condition prior to the storm, which is evidenced by photos previously supplied in the 2023 claim. He said that they considered that the photographs show that the roof needed replacing and the damage in 2023 would have further weakened the roof allowing the board to absorb more water resulting in weakening the timber, and it being unable to hold fixings securely.

However, there aren't any photographs or other evidence supporting this statement. I can see no evidence of the roof having absorbed water to the extent that timber was compromised, and the one photograph of the wood that has come off the roof has jagged edges which suggests it has been torn off and looks dry. There is no evidence of rot.

So, I'm again not satisfied that AXA have shown that the wear and tear was the main cause of the damage. It still appears to me that the main cause of the damage here is the storm, as I don't consider that under normal weather conditions, a substantial piece of timber would have fallen from the roof.

And so, on balance, I don't think that AXA have shown that in either claim the peril of storm isn't met.

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.

Both Mrs M and AXA have responded.

Mrs M has accepted my provisional findings, but AXA have not.

AXA have provided the desk top surveyors report from October 2023 and say that it demonstrates that there is no clear evidence of storm damage and they also say that Mrs M had it painted the previous year with a waterproof membrane which indicates there were issues with the roof.

The photographs provided in the report are the ones that I have already seen and considered, which show material torn away from the roof. While I accept that the roof may not have been in pristine condition due to it's age, I'm still satisfied that the main cause of the material being torn away was the storm conditions.

I don't agree that having a waterproof membrane painted onto the roof as a maintenance measure demonstrates previous issues – it demonstrates a customer trying to prolong the life of their roof with maintenance.

In respect of the second claim, AXA say that following the first claim, Mrs M took no remedial action to replace the roof. This is true, but she did have temporary repairs undertaken to protect the roof whilst the claim was being considered, which was a reasonable response given that the winter was starting, and it may have been difficult to get a full roof replacement done – so I feel she has mitigated her position. AXA have also referred to excerpts of the surveyor's April 2024 report. They say that his comments about the age of the roof offer a potential explanation of what may have occurred. I've already considered this report, and as I have said, it is accepted that the roof is old and may have lasted longer than anticipated. I also accept that it will not have been in pristine condition. However, I'm still satisfied that the photographic evidence of the damage, in particular the section of roof that has been completely blown off, shows that the damage is mainly attributable to the ferocity of the storm.

So, for the reasons I have already stated, I'm upholding Mrs M's complaint. My proposed resolution is to reinstate and proceed with the claims, and so it will be for AXA to now consider what is a reasonable settlement for the damage caused by the storm within the policy limits for each claim.

Putting things right

I think that in order to put things right AXA should:

- Reinstate the claims and proceed to settle them in line with the remaining terms and conditions of the policy.
- Pay Mrs M £300 compensation for the distress and inconvenience caused across both claims.

My final decision

My decision is that I'm upholding Mrs M's complaint about AXA Insurance UK Ltd and directing them to put things right as above

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 22 July 2025.

Joanne Ward

Ombudsman