

## **The complaint**

Mrs M has complained that AXA Insurance UK Plc declined a claim she made for storm damage to her roof and subsequent internal water damage.

## **What happened**

Mrs M held a home insurance policy underwritten by AXA. In November 2024 Mrs M made a claim to AXA for storm damage to the roof of the property and internal water ingress. AXA appointed a surveyor to attend the property and inspect the damage. Based on this, AXA declined to cover the roof damage because it said there was evidence that the internal damage had been occurring gradually over a long period of time, rather than due to a one-off event of storm damage.

AXA didn't directly inspect the roof, so Mrs M was advised she could provide a report for further consideration if she wished to. Mrs M provided a report, but this didn't change AXA's decision on the claim. Mrs M remained unhappy with the claim decision, and that she had to arrange the report herself, so she approached the Financial Ombudsman Service.

An investigator looked into things but didn't think the complaint should be upheld. He said while there were storm conditions, this was not the dominant cause of damage. Rather he was persuaded the damage most likely happened gradually over time and that the storm merely highlighted an existing issue. The investigator agreed AXA shouldn't have placed the onus on Mrs M to have the roof inspected. But as he felt the claim was declined fairly, he didn't think AXA needed to reimburse the cost of the scaffolding or the repairs. This was because he said Mrs M would always have needed to incur these costs in order to have the issues, which aren't covered under the policy, resolved.

Mrs M didn't accept the investigator's assessment. So, as no agreement has been reached, the complaint 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, while I appreciate this will likely come as a disappointment to Mrs M, I've reached the same overall outcome as our investigator. I'll explain why in more detail below

When the Financial Ombudsman Service considers complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Were there storm conditions?

The weather reports I've seen suggest maximum wind speeds of around 51mph, which is slightly below the policy definition of a windstorm. However, I'm mindful there was a named storm reported in the location, and that there was very heavy rainfall reported too. I also note that AXA has accepted that the weather at the time amounted to a storm. On this basis, I consider the answer to question one is yes.

Is the damage consistent with storm type damage?

The images of the roof I've seen show that the tiles on Mrs M's roof appear reasonably new and in a generally good condition. There is one tile near the base of the chimney which is cracked in half.

While sufficiently strong storm force winds can damage roof tiles, this is usually because it lifts and/or dislodges or displaces them. I'm not persuaded that 51mph wind speeds would typically cause a clean crack to a single tile, like the damage evidenced at Mrs M's property.

Additionally, the images of internal damage to Mrs M's loft space and property show evidence of severe water staining and historic water damage. AXA's surveyor said this internal damage was ongoing and that it had been for a long time prior to the claim.

Based on the above, I think the answer to question two is most likely no. However, on the basis that storm force winds can potentially damage roof tiles, and because Mrs M has explained that the historic internal damage relates to a previous incident, I've gone on to consider question three, for completeness.

Was the storm the main or dominant cause of the damage?

AXA declined Mrs M's claim on the basis that wear and tear was the dominant cause of the damage, and that this was merely highlighted by the storm.

Mrs M disputes this. She says the evidence of historic water damage to the interior of her home relates to a previous incident of penetrating damp and that the water staining to the chimney breast and rafters in the loft space relates to a previous chimney issue which she had repaired in 2023. Mrs M has provided evidence of the 2023 chimney repairs – which were carried out by the same contractor who provided her a report for the 2025 damage and later repaired the damage.

Below are some of the key arguments put forward by Mrs M's contractor in relation to the damage which is the subject of the current claim:

*“Clear evidence of storm damage to a couple of tiles by the chimney*

*Storm Bert's high winds and torrential rain were the reason for this damage likely by dislodging and thus damaging the tiles*

*This damage allowed for water ingress*

*The water ingress caused the felt underneath the damaged tiles to be overwhelmed by the heavy rain*

*This amount and volume of rain, due to the compromised storm damage tiles, caused water to run down into the attic space and also down the bedroom walls of the property.”*

Conversely, AXA's surveyor says:

*"Upon inspection, there is damage on the ceiling and the wall, but we can see the damp there, it's very difficult to define where the damage is new and where is old one (sic). In our opinion the claim would be decline as there is historical issue..."*

*I believe the damage was highlighted by inclement weather and tile had been like that for some time and therefore not caused by the storm, internal ingress would not be covered in this instance either...*

*I would say that the storm highlighted the issues that were already evident at the property as per internal loft photos showing progressive damage over a long period down the chimney breast area due to roof issues, the storm at the time highlighted these issues and therefore not the cause of these issues...*

*The damage in the loft was ongoing and long term, unable to get any pictures externally to confirm if there had been work done in Feb 23, all we have is the invoice..."*

AXA has also highlighted that, following her contractor's inspection, Mrs M went ahead with the repairs to the roof without allowing it a further opportunity to investigate and validate the claim.

In situations like this one, where the expert evidence is incomplete or contradictory, I'll reach my decision on the balance of probabilities. That is, what do I think is more likely than not, based on the evidence which is available.

Having considered all the available evidence and arguments, on balance, I think it's more likely than not that the broken tile and water ingress issue predated the storm. I say this because AXA's surveyor inspected the loft space in person in November 2024 and concluded the damage was not only historic, but was also ongoing and had been for a long time. If this damage was all historic, as Mrs M claims, I would expect a qualified surveyor to recognise this.

Additionally, while I appreciate Mrs M's contractor says in his experience the damage is clearly related to the storm, he has offered no technical explanation for how 51mph winds would cause the type of damage seen to the tile in question. He also mentioned a few tiles being displaced, but the images captured do not evidence this. And because repairs then went ahead, AXA was unable to further investigate this issue. I'm also mindful that this contractor carried out both the previous repairs to Mrs M's chimney in 2023 and the repairs required following this claim. And so, while I accept Mrs M's contractor can be considered a technical expert, I'm not satisfied that his opinion can be considered fully independent.

I accept that AXA's surveyor is not fully independent either, and that his report and subsequent comments also lack specific technical reasoning as to how he established the existing damage he noted related to the 2024 issue rather than the 2023 issue. But when I consider all the evidence against each other, I find myself more persuaded by AXA's surveyor's conclusions than I do by Mrs M's contractor. This is largely because, in my view, the photos support the internal damage had happened gradually over a period of time, and because the tile damage appears to be inconsistent with damage I'd typically expect to see from 51mph winds.

This means, in my view, the answer to both questions two and three is no, and therefore it was fair for AXA to decline Mrs M's claim for storm damage to her roof, and for the subsequent internal water ingress.

I understand Mrs M is also unhappy that she needed to obtain her own report on the condition of the roof. She has incurred costs for the erection of scaffolding and the subsequent repairs. I agree that, in the circumstances, AXA ought reasonably to have investigated the roof directly, rather than asking Mrs M to do it. I say this because its surveyor's report confirmed access to the roof was needed to confirm whether there was damage consistent with the storm peril, so I think they should've explored this further.

However, like the investigator I'm ultimately persuaded that AXA's decision to decline the claim was fair and reasonable. And so, the costs Mrs M has incurred for scaffolding and subsequent repairs would always have needed to be met by her. It therefore follows that I don't think AXA failing to carry out a roof inspection directly has caused Mrs M a financial loss she wouldn't have otherwise incurred, or impacted the claim journey, outcome or caused Mrs M any avoidable distress or inconvenience.

### **My final decision**

For the reasons I've explained above, I don't uphold Mrs M's complaint.

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

Adam Golding  
**Ombudsman**