DRN-5756004

The complaint

Mr and Mrs B complain that AXA Insurance UK Plc ('AXA') declined a claim for storm damage made on their home insurance policy.

What happened

Mr and Mrs B returned to their home in September 2024 following a holiday to find it had suffered water damage including collapsed ceilings. So, they contacted AXA to make a claim on their home insurance policy. When reporting the claim, Mr and Mrs B said they believed the damage was caused by a storm.

A loss adjuster carried out an inspection on 30 September 2024 and found the damage was caused by the central flat roof filling with water and overflowing due to a drain that couldn't cope with the volume of water. AXA then declined the claim because it didn't think the conditions defined in the policy terms for a storm were met.

Mr and Mrs B disputed this decision, and AXA investigated the claim further. It appointed a surveyor, who carried out an inspection on 4 November 2024. AXA then declined the claim again because it thought the damage had occurred gradually rather than being due to a storm.

Mr and Mrs B complained about the claim being declined, and AXA provided a final response to this complaint on 22 November 2024. In this final response, AXA said its surveyor thought the damage was caused by heavy rainfall overwhelming an internal valley and due to staining on the ceiling it thought water was entering the property over a period of time, rather than as a one-off storm event. As such, it decided to maintain its decision to decline the claim because it didn't think the policy definition of a storm was met, and also because the policy excluded damage caused gradually or by wear and tear.

AXA agreed there was some poor service on the claim though, as an earlier appointment was cancelled by its surveyor and there was a delay in it receiving the report from the surveyor. In recognition of the distress and inconvenience this caused, it agreed to compensate Mr and Mrs B £100.

Dissatisfied with this response, Mr and Mrs B referred their complaint to us. Our investigator didn't find AXA had fairly declined the claim. She said she was satisfied the policy definition of storm was met as weather reports showed there was possible localised hail and a report Mr and Mrs B provided from a roofer said there was hail damage to the roof. She also thought the damage to Mr and Mrs B's property was consistent with that caused by a storm and storm conditions likely were the main cause of the damage.

AXA didn't agree. It said it thought there was a design flaw with the roof because the roof slopes on at least three pitched sides into a central gulley which only has a single outlet for drainage and because of this it considered this had likely led to progressive water ingress over time. In addition, it didn't think the photos showed that hail had caused damage to the hard surface of the roof.

Because AXA didn't agree, the complaint was referred 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've decided to uphold this complaint. I'll explain why.

I should start by saying while I've read and considered everything Mr and Mrs B and AXA have provided, I won't be commenting on every point made. I'll instead concentrate on what I consider are the key points I need to think about for me to reach a fair and reasonable decision. This isn't meant as a discourtesy to either party, but instead reflects the informal nature of this Service.

I've began by looking at the policy terms. These say that Mr and Mrs B's buildings and contents are covered for damage caused by storm, and they define 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 or hail so intense that it damages hard surfaces or breaks glass.

There are three questions which we usually think about to decide if it reasonable for a claim to be covered under the storm damage section of a home insurance policy. These are:

- Were there storm conditions on or around the date of the reported damage?
- Is the damage reported consistent with damage typically caused by a storm?
- Were the storm conditions the main cause of the damage?

If the answer to any one of these questions is no, it will point towards a claim falling outside the scope of a storm damage insured peril.

Mr and Mrs B didn't discover the damage until 28 September 2024 when they returned home after their holiday. AXA has provided a copy of the weather data it obtained, and I can see from this it checked the records for just over one week before Mr and Mrs B returned home. On 22 September 2024 the records showed there was possible hail, with hail not being recorded on any other date. It was also recorded on 22 September 2024 there was heavy rain with 17.7mm recorded for the day. But only 5.2mm of rain was recorded as the most in one hour doesn't meet the policy definition of storm.

Our investigator also checked the weather records which showed one mile from Mr and Mrs B's home on 22 September 2024 a thunderstorm was recorded at 7.53 am with *"localised hail possible"* showing. Additionally, a peak rainfall rate of 16-32mm/hr was recorded at 0.5 miles away from Mr and Mrs B's home at 4.00am on the same date.

In addition to the weather data, Mr and Mrs B provided a report from their roofer which said *"There was clear damage to the roof structure from recent hail damage…and the top covering has been affected by the hail/storm damage".* This report includes photos, which shows various holes in the roof. Mr and Mrs B have also provided videos taken by one of their neighbours which shows both hail and torrential rain.

I've also read the surveyor's report which AXA provided, and note this says: *"the combination has caused the drain in the internal valley to become overwhelmed by the amount of hail sludge and water"* and *"We then went on to look into the weather data* *reported on the date of loss and the following day. These have been provided below and coincide with the circumstances reported by the insured and their roofer".*

AXA said the weather reports only indicated possible hail, which isn't definitive. However, where evidence is inconclusive or incomplete we determine based on balance of probability. And having considered the above evidence, I think it shows it is more likely than not there was localised hail on 22 September 2024.

However, for the policy definition of storm to met due to hail, the hail would need to be such that it damages hard surfaces or breaks glass. AXA said it didn't consider that to apply here because it doesn't think hail punctured or penetrated the roof and it didn't think there was evidence to show it had damaged the hard surface of the roof.

Although I've considered AXA's comments, it wasn't necessary for the roof to be punctured by hail, only that the hail was intense enough to *damage* hard surfaces. And by *'hard surfaces'*, the policy terms don't refer to a specific hard surface, but just hard surfaces in general.

I think the photos on the roofers report shows there was damage caused by hail to the roof, and I don't think it's been shown the intensity was insufficient to damage *any* hard surfaces in the vicinity inclusive of the parts of the roof which were damaged and which I don't think have been shown were not a hard surface. Taking this into account, along with the videos showing the severity of rain and weather data showing a peak rainfall rate of between 16-32mm/hr – indicating a period of storm like rain intensity - I think there is enough to reasonably show that there was a storm.

I've next considered if the damage was consistent with that of a storm. Looking at the photos and reports I find the damage to be consistent with what might typically be expected to be caused by water penetrating a property from the outside following a storm and I don't think it's been alleged or shown that it is not. So, I'm satisfied the answer to this question is yes.

I've lastly considered if the evidence shows storm conditions were the main cause of the damage, and on balance I think that they were. I say this for the following reasons:

- I don't think there's any evidence of maintenance issues with the roof and the roofers report Mr and Mrs B provided said the roof had been replaced within the last two years to a very high standard and maintained regularly.

- The surveyors report AXA provided said the valley drain pipe was checked along its length for leaks and joints but no leaks were found and it was apparent the roof, gulleys and water outlet were well maintained. Further supporting the roof was well maintained.

- AXA's surveyors report said the cause was overflowing of the internal valley into the property from being overwhelmed by hail sludge and water. Mr and Mrs B's roofers report also said it was very likely hail and excessive rainfall led to a reduced capacity for rainfall to drain away from the gully leading to a build-up of water which eventually broke through into the loft and rooms below. And that hail had caused a deterioration of the roof structure leading to a build-up of rainwater.

- AXA said it considered the configuration of the roof inadequate as multiple pitched sections funnelled into a central gulley which it considered to have inadequate drainage. But there is a key distinction between the roof being able to cope with ordinary weather over a prolonged period and being able to withstand storm conditions. AXA's surveyors report didn't mention any design flaws and AXA hasn't provided any other technical evidence showing the roof failed to meet building standards or regulations, or otherwise lacked adequate drainage for ordinary weather. So, I don't think AXA has shown the primary cause was a design flaw of the roof.

- AXA mentioned staining inside the property as an indication of the damage occurring over a longer period. But I don't find that persuasive here as this staining could have happened in the time between the loss actually happening and Mr and Mrs B returning home from their holiday and discovering it.

- AXA also said there was rusting and dirt accumulation visible in one of the photos of the gulley areas indicating water had stagnated there for some time. I can't see any indication of rust from the photos but I can see some dirt. However, I don't think it is particularly severe and given the evidence elsewhere points to the roof being well maintained and no issues were raised with the drains I don't find it likely to be indicative of being the result of stagnant water pooling over time.

On balance, I think storm conditions were met, the damage was consistent with that of a storm, and storm was the main cause of the damage. As a result, I don't find that AXA fairly decline the claim and think that it should instead have accepted it under the storm damage peril.

Consequently, to put Mr and Mrs B back in the position they should have been in, I find it fair and reasonable for AXA to reimburse them the cost of repairs they've had carried out to put right the building damage caused by the water ingress upon receipt of evidence from Mr and Mrs B showing the work they've had done and the cost. In addition to this, AXA should add eight percent simple interest per year to this payment calculated from the date Mr and Mrs B paid any repair invoices to the date of settlement to reflect that they have been without these funds.

Additionally, AXA should consider in line with the remaining policy terms any other costs which it otherwise would have covered under the policy had it accepted the claim such as those for damaged contents, drying or alternative accommodation.

Putting things right

I require AXA to do the following:

- Upon receipt of proof of the costs and works carried out, reimburse Mr and Mrs B the cost of the building repairs they have paid for to put right the storm damage and add simple interest at a rate of eight percent per year to this payment calculated from the date Mr and Mrs B paid the invoice/s, to the date of settlement.

- In line with the remaining policy terms, consider the contents portion of the claim, and the ancillary costs Mr and Mrs B incurred as a result of the claim such as those for drying equipment and a night of hotel accommodation.

- If it has not done so already, pay Mr and Mrs B the £100 compensation which it agreed to pay in its final response to the complaint.

My final decision

I uphold this complaint and I require AXA Insurance UK Plc to carry out what I've set out in the 'Putting things right' section of this decision.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr and Mrs B to accept or reject my decision before 26 September 2025.

Daniel Tinkler
Ombudsman