

The complaint

Mr B and Ms C have complained that AXA Insurance UK Plc declined a claim they made for storm damage to their driveway.

What happened

Mr B and Ms C held a home insurance policy underwritten by AXA. In December 2025 Mr B and Ms C made a claim to AXA for storm damage to a section of their driveway which was damaged after a tree on their property was uprooted in a storm.

AXA initially declined the claim on the basis that there was no damage to the buildings. But it later accepted this was incorrect because the policy definition of buildings includes driveways. AXA later declined the claim on the basis the main or dominant cause of the damage was a landslip caused when the tree was uprooted, rather than the storm. And under the policy, damage caused by landslip is excluded unless the main house is damaged at the same time.

An investigator at the Financial Ombudsman Service considered the complaint and thought it should be upheld. She accepted the damage was caused by the uprooting of the tree causing a landslip. But she said the proximate cause in the chain of events which led to the damage was the storm. And that under the storm cover, there was no requirement for damage to the main home in order for damage to the driveway to be covered.

Mr B and Ms C provided a quote for repairing the driveway from a structural engineer. The investigator said Mr B and Ms C were only responsible for 50% of the cost of repairing the driveway, as responsibility for this was shared with their neighbour. So, she recommended AXA should reimburse 50% of the cost of the engineer's report and pay 50% of the repair and tree removal costs to Mr B and Ms C. She also said AXA should pay them £200 compensation for the avoidable distress and inconvenience its unfair claim decision had caused.

AXA 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, I've reached the same 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. If any of the answers are *no*, it's likely a claim won't succeed. Conversely, if the answer to all three questions is *yes* then it's likely a claim should succeed.

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

Were there storm conditions?

Mr B and Ms C's policy defines storm as:

"A period of violent weather defined as:

- *Wind speeds with gusts of at least 48 knots (55mph)* or*
- *Torrential rainfall at a rate of at least 2.5cm (1 inch) per hour or*
- *Snow to a depth of at least 30cm (1ft) in 24 hours or*
- *Hail of such intensity that it causes damage to hard surfaces or breaks glass.*

**Equivalent to Storm Force 10 on the Beaufort Scale."*

I reviewed the available evidence around the weather conditions, which shows winds of around 85mph on or around the date of loss. This is particularly violent weather and indisputably amounts to storm conditions. So, the answer to question one is yes.

Is the damage consistent with storm type damage?

The damage in this case is the uprooting of a tree which then caused damage to a driveway.

Storm force winds of 85mph are known to uproot trees. So, the answer to question two is also, yes.

Was the storm the dominant cause of the damage?

AXA has declined Mr B and Ms C's claim on the basis that the dominant cause of damage to the driveway was landslip – a separate insured event to storm under the terms of the policy.

AXA says the damage was caused by landslip and so the below exclusion should apply:

"Subsidence or Heave of the site on which the Buildings stand or Landslip...

What is not covered

...

e. To boundary and garden walls, terraces, gates, hedges and fences, paths and drives, artificial lawns, patios, tennis hard courts and swimming pools unless Your Home has been damaged at the same time by the same cause"

I've thought carefully about all the evidence and arguments around this point. Having done so, I fully accept the actual cause of the damage to the driveway was a landslip. I also accept that landslip is its own insured event under the policy and that the above exclusion applies to damage caused by landslip.

However, I don't think the fact that the actual cause of damage was landslip means that the damage can only be considered against that section of cover. I say this because, as explained above, when considering complaints about claims for damage caused by storm, the third question is whether the dominant (or proximate) cause of the damage was the storm. And where the storm can be considered the dominant cause of the damage, I consider it fair and reasonable for the policy to respond, under the storm section, subject to the specific terms, conditions and exclusions relevant to that section of cover.

For example, many buildings insurance policies contain cover for impact damage which is separate from the cover for storm. In a case where the property had been impacted by something blown into it, during a storm, it wouldn't be fair for the insurer to rely on an exclusion under the impact cover, if that exclusion didn't also apply to the storm cover. This is because, the dominant cause of damage in this example would be the storm, which blew the item into the property causing the impact damage. But for the storm, there would be no impact. And so, the claim should be considered under the storm section, because the storm is the proximate cause of the damage which occurred.

In this case, the expert evidence is clear that the damage to the driveway was caused by the uprooting of the tree causing a landslip. And that the uprooting of the tree was caused by the storm. So, like the example above, I think it is clear that the storm was the proximate cause of the damage to the driveway. The storm is what initiated the chain of events which led to the driveway being damaged.

To put it another way:

1. The storm created the conditions which caused the tree to fall
2. The falling tree then caused the landslip
3. The landslip then damaged the driveway

While the tree falling and the landslip are intervening events, it's clear from the above sequence that the storm is the first and most fundamental cause of the damage which occurred. I.e., but for the storm, the driveway would not have been damaged, and therefore the proximate or dominant cause of the damage was the storm. This means the answer to question three is yes, and therefore that Mr B and Ms C's claim should succeed.

Based on the above, I consider it was unfair and unreasonable for AXA to decline the claim based on the exclusion it relied on. To put things right, AXA should now accept and settle Mr B and Ms C's claim under the storm section of cover.

Tree removal

Mr B and Ms C's policy includes the cost of removing fallen trees or branches as its own section of cover.

AXA disputed tree removal costs would be covered in this claim on the basis the falling tree or branch needs to have damaged the buildings (the definition of which includes driveways). AXA says the falling tree didn't directly damage the driveway. But, again, I don't agree this is a fair interpretation of the policy in the circumstances of this case. This is because the tree falling displaced the soil, which led to the landslip which damaged the driveway. And so, I consider it fair and reasonable for AXA to cover Mr B and Ms C's proportionate cost of removing the fallen tree under that section of cover, in addition to dealing with the claim for storm damage. Again, I understand this to be 50% of the total cost.

Engineer's report

Because AXA unfairly declined their claim, Mr B and Ms C funded their own independent engineer's report. This report has been key in reaching a fair and reasonable outcome, as it gave expert insight into the damage and its proximate cause. And so, I consider it fair for AXA to cover Mr B and Ms C's proportion of the cost of the report – which I understand to be 50%. If Mr B and Ms C have been out of pocket for the cost of the report, AXA should also add 8% simple interest to the amount owed to them, from the date they can evidence they were out of pocket until the date they are reimbursed.

Compensation for distress and inconvenience

In my view AXA has treated Mr B and Ms C unfairly and unreasonably in its approach to their claim. Mr B and Ms C have been forced to make a complaint and pursue it all the way through the Financial Ombudsman Service just to get an outcome they were entitled to under their policy from the outset. This would have been understandably upsetting and frustrating. So, in addition to accepting and dealing with the storm damage and fallen tree claims, I think AXA needs to pay Mr B and Ms C £200 compensation for the avoidable distress and inconvenience its unfair claim decisions to date have caused them.

My final decision

For the reasons I've explained above, I uphold Mr B and Ms C's complaint.

AXA Insurance UK Plc must:

- Accept and settle Mr B and Ms C's claim for storm damage to their driveway by paying 50% of the cost of repairs based on their engineer's quote.
- Cover 50% of the cost of removing the tree under the falling trees and branches section.
- Reimburse Mr B and Ms C 50% of the cost of their engineer's report. To this amount add 8% simple interest from the date they were out of pocket until the date they are reimbursed.
- Pay Mr B and Ms C £200 compensation for the avoidable distress and inconvenience it has caused them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Ms C to accept or reject my decision before 20 October 2025.

**If AXA Insurance UK Plc considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr B and Ms C how much it's taken off. It should also give Mr B and Ms C a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.*

Adam Golding
Ombudsman