

The complaint

Mrs H has complained about her let property insurer, AXA Insurance UK Plc because it declined her claim for roof damage, which she thought had been caused by a storm.

What happened

Mrs H was contacted by her tenant in October 2023, at the time of a named storm, because water was coming in. When Mrs H's roofer was able to respond he undertook work to replace tiling and guttering as well as recovering the property's flat roof. The work cost Mrs H around £3,500 and she made a claim to AXA.

AXA noted a policy condition which required Mrs H to have the flat roof inspected every two years. Mrs H told AXA that she'd been unaware of that and the roof hadn't been inspected for a number of years. AXA declined the claim.

Mrs H was unhappy and complained. When AXA wouldn't change its position on the claim she complained to the Financial Ombudsman Service.

Our Investigator considered the complaint but wasn't minded to uphold it. Mrs H asked for an Ombudsman's decision and the complaint was referred to me.

I was minded to uphold the complaint. I issued a provisional decision to explain that, and to set out the redress I felt was required.

AXA said it would accept the decision. Mrs H did not reply.

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.

In my provisional findings I said:

"I intend to uphold this complaint and require AXA to consider Mrs H's storm claim. I don't know, and can't know, if such a claim will ultimately be successful – but AXA's current reason for decline, in my view, is not fair or reasonable. However, because it has declined based on a policy condition, it hasn't, as yet, considered the claim itself. So, it considering the claim, is the fair and reasonable remedy for me to apply here. Plus £100 compensation.

AXA declined the claim on the basis of a policy condition for a flat roof. But part of the damage/repairs claimed for was for tiling and guttering. So the flat roof condition doesn't seem to apply to those damaged and repaired parts. AXA will now need to consider its liability for these damaged/repaired parts.

Mrs H's roofer did undertake work to recover the flat roof. So I can see why AXA has looked to the policy condition regarding that part of the claim. However, AXA will know that this Service doesn't find that a technical breach of a policy condition is a fair reason to decline a

claim. Rather if an insurer wants to rely on a breach of a policy condition to decline a claim, we'd expect it to be able to show that the breach was material to the loss which occurred. AXA hasn't done that here.

AXA gave no reasoning regarding materiality in its final response letter to Mrs H. It presented no evidence in that respect when it provided its submissions to this Service. When our Investigator specifically asked AXA about that, it said it hadn't had an expert assess the roof but as it was an older roof, if Mrs H had undertaken an inspection, it was "highly likely that the damage [claimed for] would not have occurred".

For me AXA's brief conjecture isn't sufficient evidence that the breach was most likely material to the loss which occurred. As such AXA hasn't shown that it was reasonable for it to rely on this condition to decline the claim for damage to the flat roof. I'm minded, therefore, to require it to consider the claim for storm damage, without reliance on or further reference to, the policy condition being a bar to cover.

I can see this has been frustrating for Mrs H. I'm satisfied that AXA should pay £100 compensation for the upset its unfair decline has caused her. I realise Mrs H may argue that she has faced more worry than that with the cost of repair outstanding. However, as I don't know if the claim, but for AXA's unfair reliance on the policy condition, would have been successful, I can't award compensation for that."

As AXA has accepted the decision and Mrs H has not commented on it or raised any objection, there's no need for me to review or revise my provisional findings. As such my provisional findings are now those of this, my final decision.

My final decision

I uphold this complaint. I require AXA Insurance UK Plc to consider Mrs H's claim for storm and pay her £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 9 October 2025.

Fiona Robinson
Ombudsman