

The complaint

Mrs C complains that AXA Insurance UK Plc ('AXA') unfairly declined a storm damage claim she made under her property insurance policy.

Mrs C is professional represented in bringing this complaint. But for ease of reference, I will refer to any actions taken, or comments made, as those of "Mrs C" throughout this decision.

What happened

Mrs C held an insurance policy underwritten by AXA. She raised a claim in January 2025 and said Storm Eowyn had damaged her property's roof. AXA instructed a surveyor to inspect the damage, but that report concluded the storm had exposed existing wear and tear, which was excluded from cover.

Mrs C remained unhappy with AXA's response and raised a complaint. She said there had been previous storms which hadn't caused any damage, so she disagreed that wear and tear was the cause. AXA maintained their position and Mrs C then brought the complaint to this Service.

An Investigator looked at what happened but ultimately didn't recommend that the complaint should be upheld. The Investigator said they were persuaded AXA had provided sufficient evidence to show they fairly and reasonably declined the claim based on the terms and conditions of Mrs C's policy and based on the available evidence.

Mrs C didn't agree with the Investigator's conclusions. She said that if the roof was already pre-damaged, then previous storms would have highlighted this. And she maintained that the damage was due to Storm Eowyn. Mrs C asked for an Ombudsman to consider the complaint – so, it's 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 overall outcome as the Investigator, and I do not uphold this complaint. I've set out my reasons below.

The relevant rules and industry guidance say AXA should handle claims promptly and mustn't decline them unfairly. Mrs C's policy provides cover for damage caused by storm – but AXA says that their surveyor's report concluded that the type of damage Mrs C was claiming for was due to underlying wear and tear and not an insured event the policy covers. So, I've considered whether this was a fair and reasonable conclusion for AXA to reach. As the Investigator has previously set out, when looking at a storm claim complaint, there are three issues this Service needs to consider:

- 1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?*

2. *Is the damage claimed for consistent with damage a storm typically causes?*
3. *Were the storm conditions the main cause of the damage?*

Only if the answer is 'yes' to all three of these questions would I consider this claim should be paid.

I can see that AXA do not dispute that Storm Eowyn had been in force at the time of the claim. I can also see that weather records demonstrate strong winds that exceeded the policy term in Mrs C's policy, that requires windspeeds of at least 47 miles per hour. I'm therefore overall satisfied there were storm conditions on the date of the loss – so I'll move on to consider points two and three.

In relation to point two, I am satisfied the type of damage Mrs C raised a claim for is consistent with the type of damage a storm would usually cause. I can see that AXA also hasn't disputed this, rather, they say the storm highlighted the pre-existing issues on the property's roof. Therefore, I've moved on to consider whether I'm satisfied that the storm conditions were the main or proximate cause of the damage.

In AXA's surveyor's report, it was noted they did not observe any evidence of damage which was consistent with a one-off storm event but rather that the property's roof was suffering from deterioration along with rotten timbers which they felt would have occurred over a prolonged period of time. It was also noted that, following the removal of a significant amount of ivy growth, they felt it was clear that the roof was suffering from maintenance and age-related issues.

Finally, the report noted that Mrs C had not undertaken any recent maintenance works. Having considered this report in detail, I think that it was reasonable for AXA to take the surveyor's opinion into consideration when reaching this claim decision.

I appreciate that Mrs C's main response to AXA's decline of the claim is that she feels the roof must have been in good condition as there were numerous previous storms that did not cause any damage to her roof. I do not doubt the sincerity of the submissions she has made, but I do not find that they persuade me to find AXA acted unfairly here. Deterioration caused by age, wear and tear and a lack of proper maintenance are typically progressive and cumulative. And the absence of damage during earlier storms does not, on its own, mean that the roof was not in a poor state of repair.

Overall, I find the evidence provided by AXA to be persuasive in the circumstances. The surveyor, who is the relevant expert in this field, has said the damage was caused by the condition of the roof which the storm merely highlighted. And I think that, on balance, the conclusion that the damage to Mrs C's property wasn't caused by storm conditions but rather highlighted an existing wear and tear issue, was a reasonable one for AXA to reach based on the evidence available to them. As Mrs C's policy specifically excludes damage caused by wear and tear, it follows that I think it was reasonable for AXA to decline the claim.

My final decision

For the reasons given, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 18 March 2026.

Stephen Howard
Ombudsman

