

The complaint

Mr P's complained that AXA Insurance UK Plc unfairly declined the claim he made for damage caused to his roof by a storm.

AXA are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the agents appointed by AXA to handle the claim. As AXA have accepted they are accountable for the actions of the agents, any reference in this decision to what AXA did includes the actions of the agent.

What happened

Following a named storm at the end of 2023, Mr P found water entering his property through the roof, causing damage to part of the first floor of his home. So he made a claim on the property insurance policy he held with AXA.

AXA and their contractors were very busy following the storm and couldn't get someone out to Mr P's home immediately to assess the damage. So Mr P arranged for a temporary repair to be done.

The roofer who did this told Mr P the damage was storm related. But, when AXA inspected the property, they concluded the damage was due to the fact the roof had deteriorated over time. So they declined the claim as this was excluded from the policy.

Mr P complained, but AXA didn't change their conclusion. So Mr P brought his complaint to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties and concluded AXA didn't need to do anything different to resolve the complaint. He was persuaded by AXA's expert's report that the roof had been in a poor state of repair before the storm. So he was satisfied it was reasonable to say this, rather than the storm, was the main cause of the damage Mr P's property suffered.

Mr P didn't agree with our investigator's view. So the matter's been passed to me to make a final decision.

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 that, I'm not upholding Mr P's complaint. I'll explain why.

But, first, I'd like to confirm that, as our investigator explained, it isn't the role of our service to assess Mr P's claim – it's to decide whether AXA's decision to decline it was fair and reasonable, based on the available evidence.

Our investigator set out that we need to consider three questions when investigating a storm claim:

1. Were there storm conditions on or around the date the damage is said to have happened?
2. Is the damage consistent with damage typically caused by a storm?
3. Were the storm conditions the main cause of the damage?

The first two questions aren't in issue here. The crux of the complaint is whether the storm conditions were the main cause of the damage.

I've thought carefully about this. I can see from what he's provided that Mr P's unhappy that both AXA and the investigator have formed opinions about what caused the damage and, in his view, have no "factual evidence". But decisions about insurance claims are often made by relying on the opinions of experts. Generally, we say that's a fair approach to take.

I appreciate there had been recent storm conditions at the time Mr P made his claim. But that alone doesn't mean I can reasonably say AXA should pay the claim.

I've considered the report prepared for AXA following the storm. That included publicly available photos of Mr P's roof dating from before the storm. These show the roof tiles to be uneven and discoloured. I think it's reasonable to conclude from this that they were breaking down over time. So I think it's fair for AXA to have concluded the storm wasn't the main cause of the damage, and to rely on the following policy exclusion:

"We will not pay for:

1-8...

9 Gradual damage/deterioration/maintenance

Any loss or damage caused gradually or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your buildings and its contents."

I understand Mr P's unhappy with AXA's decision. But I can see that they invited Mr P to get and provide them with his own report as to what caused the damage. While I note Mr P says his roofer told him the damage was caused by the storm, the only documentary evidence I can see he provided to AXA was an invoice for the temporary repair, which says only:

"Roof repair to main rear roof as discussed with customer".

This doesn't say why the roof had to be repaired. The only other document Mr P provided was a quote for what appears to be replacing the whole roof – again, without specifying why that was necessary.

In the absence of any evidence to persuade me otherwise, I can't say AXA were unreasonable to rely on their surveyor's conclusion about the cause of the roof damage. And so I don't think they need to do any more to resolve Mr P's complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr P's complaint about AXA Insurance UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or

reject my decision before 21 October 2025.

Helen Stacey
Ombudsman