

The complaint

A limited company, which I will call T, has complained about the handling of a claim under its commercial insurance policy with AXA Insurance UK Plc.

Mr M, as Company Secretary of T, has bought the complaint on its behalf.

What happened

On 21 December 2023, T discovered some tiles had fallen off the roof of its premises onto the pavement below following a storm the night before. T reported the claim and AXA asked for photos of the damage and estimates for the repairs, as well as some other information in order to validate the claim.

T said that, as there was a risk to the public and it was approaching Christmas, it had to act quickly and appoint contractors to repair the roof. T arranged for the immediate removal of some tiles from the guttering, which was done using a cherry picker. T says the roof repair could not be carried out with a cherry picker, as the affected area could not be reached. The contractors therefore put scaffolding up the full length of the building and carried out the repairs. T then submitted the invoices for the work done to AXA. The invoices totalled £25,800 including VAT. £20,280 of this was for the cost of scaffolding.

AXA accepted that the claim was covered under the policy. However, it said the policy required it to provide authority for any repairs which had not happened here; the work had been carried out before it had validated the claim. AXA also said the total costs claimed were more than was reasonably required to carry out the repairs. In particular, AXA said that there was not enough evidence to demonstrate that the extensive scaffolding of the entire building frontage was required when the evidence provided was that it was only a small section of the roof affected.

AXA asked for some further information, including any communications with the local authority in regard to permits required to place the scaffolding on the public pavement, any photos taken of the roof once the contractors were on the roof and also asked some questions around alternative options for carrying out the repairs.

T's contractors said that as it was Christmas, the local authority gave verbal authority for the scaffolding and did not require them to make a formal application. The contractors also said it was necessary to put scaffolding all the way across the front of the building to protect their workers, and it meant they could put sheeting along the whole width, in case other tiles, outside the main damaged area, became dislodged and fell. The contractors also said that it meant the whole roof could be surveyed.

AXA still maintained that it was not necessary to put the scaffolding across the whole front of the building, given there was only evidence of a small area of damage. It said its in-house surveyor considered it would have been possible to repair the roof for around £5,000, which would have allowed around £2,500 for the scaffolding. However, AXA said it would pay £10,000 (less £1,000 policy excess) for the repairs. AXA says it would agree to this because of the time of year and urgency that T had to act. This amount was paid in October 2024.

T was unhappy with this and complained. AXA did not change its position on the claim but accepted there was some delay in handling the claim and complaint. It offered £275 compensation for this.

As T remained unhappy with AXA's response, it referred the matter to us. T says that if it had not acted as it did and someone was injured as a result, AXA's liability would have been higher.

One of our Investigators looked into the matter. He did not recommend the complaint be upheld. The Investigator said that it was for T to establish its claim and it had not demonstrated that the extent of the scaffolding claimed for was required in order to carry out the insured repairs. The Investigator therefore did not recommend that AXA make any further payment to T.

T does not accept the Investigator's assessment, so the matter has been passed to me.

In the meantime, T has said that it's not clear how AXA came to the figure of £10,000 and that it is not VAT registered, so would not be able to reclaim the VAT it paid on the repairs and scaffolding. The Investigator explained that, as AXA has paid more than it assessed was reasonably required and there was no convincing evidence its assessment was incorrect, VAT is already accounted for within the £10,000 settlement.

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 agree with the Investigator and do not consider the complaint should be upheld. I will explain why.

It is for a claimant to establish their claim. AXA accepts that there was storm damage and that it was covered under the policy. It is therefore obliged to indemnify T for this loss. In line with most similar insurance policies, T's policy with AXA includes terms about how that indemnity will be provided. The terms give AXA the discretion to either arrange the repairs itself or pay for them, and that its agreement should be obtained before any repairs are carried out. There are also terms that require the policyholder to mitigate any losses.

I can understand why T considered it needed to have the repairs done as soon as possible, not just for safety but also because there was likely to be difficulty in getting a contractor, given the time of year. It has also suggested it has mitigated the loss, as if someone had been injured pending the repair, AXA would have had to meet any public liability claim.

However, that does not mean AXA is obligated to pay whatever amount T was charged. AXA is only obligated to pay the reasonable costs of the repairs, in line with what it would have had to pay if it had been able to assess the damage and consider the estimated costs from the outset.

I have therefore considered carefully whether the costs submitted to AXA for payment have been established as being reasonably necessary, such that it would be reasonable for AXA to pay them.

There are only a few photos on file of the damage. One photo shows pieces of broken tile on the pavement in front of T's premises. It looks like it is one or two tiles that fell to the ground. Another photo shows lifted and dislodged tiles along the ridge line of the roof and there is another close up of this view. It appears it is around 15/16 tiles length affected. There is also

a photo taken from above, from which it appears the damaged area, is around a sixth of the width of the building. This is only an approximation. The photos therefore show that the damaged area constituted only a small part of the roof. And finally, there is a photo of the scaffolding along the entire width of the building.

I have also considered the points raised by T, including that other tiles outside the immediate repair area may have become dislodged causing a risk to pedestrians and cars below and that having the scaffolding the entire width of the building meant the contractors could put up sheeting to catch any such tiles and it also protected them while working on the roof. They said it would have been a safety compliance issue if only part of the building had been scaffolded. They also said it allowed surveyance of the whole roof as a preventative measure.

AXA asked for the contractor's comments about why such extensive scaffolding was needed and it said it was because "*roof parts were all lifting*" more so in an isolated area but the rest could not be left as they were dangerous. T has also said that it is obvious that damaged and dislodged tiles would have occurred along the entire roofline. It says that examples can be observed in the photographs.

However, as far as I am aware, there is no report of the extent of the repairs or photos or videos of the roof taken during any repair work to support that there were any other parts of the roof affected. The invoice does not specify the extent of the repairs. And I do not agree that the photos provided show that there was damage to tiles all along the ridgeline.

I can understand why some additional width may have been advised in case the damage was more extensive than first appeared and to protect those working on the sloping roof elevation. However, I am not persuaded there is enough evidence that it was reasonable or necessary to scaffold the entire building. I also note that there is no evidence that any other estimates were obtained from alternative contractors,

I understand the position T was in and it may not have considered it had much choice but to accept what this contractor recommended. However, I also have to balance this with the fact that AXA did not have any opportunity to assess the damage itself.

AXA's surveyor said the repairs would have cost it £5,000 in total (£2,500 for the scaffolding and £2,500 for the roof repairs including immediate work with the cherry picker). However, AXA has paid almost twice this in recognition of the circumstances.

T says there is no evidence as to how it arrived at this figure. It has provided a surveyor's opinion on why a total of £5,000 would have been reasonable and it has doubled that. The £10,000 was not based on a breakdown of figures but paid as a gesture. I also agree with the Investigator that this figure already accounts for any VAT element.

Overall, having considered everything very carefully, I do not consider that I can reasonably require AXA to pay the costs claimed because I do not consider there is enough evidence that they were entirely necessary and unavoidable. I consider that AXA has acted reasonably in paying more than its surveyor advised would have been necessary, to take account of the urgency of the situation and I am not persuaded I can reasonably ask it to pay any more than it has.

I also note that AXA has paid some compensation for delays in handling the claim. I am also satisfied that this was reasonable and do not intend to ask it to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask T to accept or reject my decision before 18 December 2025.

Harriet McCarthy
Ombudsman