

The complaint

Mr C is unhappy with the decision by AXA Insurance UK Plc (AXA) to decline his storm claim. He's unhappy with the inspection process and the explanation of the cause of damage. AXA were providing a home insurance policy.

What happened

Mr C made a claim when a storm caused the roof to come off his house and land in the garden. The fire service was deployed to make safe the roof.

AXA reviewed the claim and confirmed that there was a significant weather event. However, AXA declined the claim, explaining the damage was caused by a natural breakdown of the roofing materials rather than the storm itself.

Mr C said *"I am dissatisfied with the decision to decline my claim, particularly regarding the explanation of the cause of damage, the inspection process, and the outcome and how my complaint was dealt with"*.

Mr C was unhappy the claim was declined without AXA's inspector going onto the roof. AXA said, it used the photo of the damage that Mr C had provided, to decline the claim.

Our investigator decided not to uphold the complaint. Although, he thought the initial reasoning given by AXA to decline the claim was vague, he thought AXA had shown via an expert report (provided later) that the roof was aged and a natural breakdown of materials was the likely cause of damage. Mr C disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 3 October 2025. I said:

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

As AXA has considered the weather to be significant, I have moved on to the next question.

Was the damage claimed for consistent with damage a storm typically causes?

Again, in the way AXA approached and discussed this claim, I think it's clear that AXA thought the damage was consistent with damage a storm typically causes. The roof covering detached from the house during strong storm force winds. So, I have moved to the next question.

Were the storm conditions the main cause of the damage?

AXA said the storm wasn't the main cause of damage and that a natural breakdown of materials caused the damage. In other words, AXA thought the roof was beyond its useful life and the storm highlighted the issues with the aged roof.

AXA has provided the extract from the policy it used to decline the claim. AXA said the policy doesn't cover "*wear and tear / failure to fix a known issue*". The policy goes on to define this further. It states, "*damage caused gradually or by wear and tear or failure to fix a known issue are circumstances that aren't covered by this policy.*"

Therefore, if AXA has shown it's most likely wear and tear has caused the damage to the roof, then I'm unlikely to uphold this complaint. However, as AXA has relied on the exclusion, it has responsibility in proving this was the case.

AXA said "[Our representative], as part of their standard process, conducts a thorough investigation to assess the cause of any damage. In this case, they reviewed the available evidence, including photographs, and performed a detailed evaluation of the circumstances.

While the inspector did not physically access the roof, the assessment followed industry-standard procedures, and the damage was determined based on the visible signs of material breakdown. This is a typical approach, particularly when assessing claims of this nature, where the damage is linked to gradual wear or deterioration. As such, we believe the investigation was conducted in line with the standard practices for claims of this type.

The damage to your roof was determined to be due to the breakdown of materials, which aligns with the policy's exclusion for wear and tear or failure to maintain the roof".

I've reviewed the report provided by AXA's representative and it's extremely limited. There are pictures from a distance of detached felt from the roof but no analysis to support the conclusions it reached. Later, AXA did say "*the size of the debris on the ground, compared to the overall roof area, indicates that the roof came off in sections. This aligns with the surveyor's findings that the roofing felt had torn away in parts, rather than as a whole*". However, as Mr C said, I don't think the inspection process / review was a thorough one. I don't think AXA has done enough to show it has been fair in declining the claim.

However, I have a responsibility to review all the evidence that has been provided. Since the complaint was submitted, Mr C has provided evidence of his own from his own contractor who quoted for work on the property a couple of years before the claim. This was to provide evidence of the inspection and maintenance history of his roof.

The report / quotation provided of the roof inspection two-year's prior is thorough and comprehensive. I've reviewed this carefully. AXA also reviewed the report and provided comments. The report points out several areas of the roof that required remedial works, including damaged roof edge strips, damaged boards, rotten timber frame and defective joint sealant and vegetation.

AXA commented *“The condition of the flat roof remains a concern. Although an inspection has been carried out, the recommended repair works have not yet been completed. This does not demonstrate that there were no pre-existing issues. In fact, the inspection report has specifically highlighted several defects, reinforcing the presence of pre-existing conditions rather than ruling them out”.*

AXA has gone on to say:

“While it has been noted that there is no visible damage to the flat roof felt itself, the material has been described as aged. Furthermore, the inspection has identified several significant issues that would directly affect the durability of the felt during adverse weather. These include broken or damaged roof boarding, which can lead to the felt moving, tearing, or becoming loose during heavy rain or high winds. The presence of rotten timber frames undermines the structural integrity of the roof, increasing the likelihood of sagging or failure, particularly in storm conditions. Water ingress is also more likely in such circumstances, undermining both the frame and the felt. Damaged roof edging strips have also been reported, which can allow water and wind to penetrate beneath the felt, greatly increasing the risk of uplift and leaks.

Additionally, damage to fascia and soffit boards compromises their ability to protect the roof edges and channel water away effectively. Where these elements are defective, water is more likely to seep into the structure, potentially causing further rot and reducing the life span of the felt.

Given the above, it is clear that essential repairs remain outstanding, and these issues would have affected the roof’s ability to withstand storm damage. As such, the flat roof condition exclusion applies in this scenario”.

I think the information provided from the report / quotation does support AXA’s initial findings that the damage to the roof was caused by wear and tear and not the storm itself. I think AXA has justified this in its response to the report. Therefore, I think AXA has been fair in declining the claim, in line with the policy terms and conditions. So, I don’t intend to uphold this aspect of the complaint

I appreciate Mr C has said other neighbours have had claims accepted. However, I can only consider the evidence that has been provided for this specific claim. I can’t comment on what has happened for other residents, this is outside of my jurisdiction.

However, I do think AXA has handled this claim badly. It didn’t carry out a thorough inspection at the time of the claim and it didn’t justify its initial decision with evidence based findings. AXA didn’t collect all the necessary evidence it could’ve done when making its initial decision. This has led to Mr C having to raise a complaint. The duration of the claim has been longer than it needed to be. I think this has added to the distress Mr C has experienced and he has been inconvenienced by the added time of the claim. Therefore, I intend to award Mr C £300 compensation – for the distress and inconvenience experienced.

Responses to my provisional decision

AXA accepted my provisional decision and it didn’t have anything further to add.

Mr C thanked our service for its work considering the complaint and he re-iterated some points, including:

- His neighbour had a similar claim accepted
- He said he received a very poor service. He said he’d consistently paid his premiums, but the service he experienced he said fell short of a premiums service

- He said the payment of his share of the roof repairs was putting him under financial hardship, so he'd appreciate the compensation being increased to reflect the difficulties he's faced financially for the past nine months.

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.

Unfortunately, I can't comment on the claim Mr C's neighbour had. This falls outside my jurisdiction. It's also important to note not every claim is the same. Whilst an event causing the damage maybe the same, an individual's policy terms could be different and also the condition of the property / level of maintenance the property had historically could be different.

I'm really sorry of the hardship Mr C is facing, however, I think the compensation I've awarded in this complaint is fair, so I won't be changing my decision. AXA was fair in declining the claim, however, I've awarded a level of compensation for the reasons I've set out in my decision. I haven't seen any new evidence which makes me think this isn't a reasonable amount. Therefore, I partially uphold this complaint.

My final decision

My final decision is that I partially uphold this complaint. I require AXA Insurance UK Plc to pay Mr C:

- £300 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 12 November 2025.

Pete Averill
Ombudsman