

The complaint

Mr B and Miss M are unhappy with the decision by AXA following a claim for storm damage on their home insurance policy.

Mr B and Miss M are both party to this complaint. Mr B has primarily dealt with this service. For ease of reference, I have referred to Mr B throughout this decision.

AXA is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. AXA has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to AXA includes the actions of any third party instructed by AXA during Mr B's claim.

What happened

Mr B's home insurance policy with AXA defined storm as:

A period of violent weather, including either:

- *wind speeds of at least 47mph*
- *rainfall of at least 25mm per hour*
- *snowfall of at least 30cm in 24 hours*
- *hail so intense that it damages hard surfaces or breaks glass*

Mr B claimed under his policy after a tree in his garden collapsed causing damage to several parts of his property. AXA considered Mr B's claim but didn't accept it. Mr B complained to AXA about its decision to decline his claim.

AXA didn't change its decision on the claim, but paid £75 in recognition of its poor communication with Mr B and impact on him. Unhappy with this response, Mr B brought his complaint to the Financial Ombudsman service. Our Investigator said AXA had fairly declined the claim. Mr B didn't agree. As the complaint couldn't be resolved it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. I've considered the evidence to determine whether AXA has acted fairly and reasonably when reaching a decision on Mr B's claim.

Having considered everything, I'm persuaded it would only be fair and reasonable to say that AXA needs to do more to put things right, if I was satisfied that, on balance:

1. The policy was in force at the time of the tree falling and causing damage;
2. Storm conditions caused the tree to fall and cause damage; and
3. No exclusion applies which would exclude cover under the policy.

Mr B took out his policy at 15:32 on 24 January 2025. Mr B has confirmed the tree likely fell after 16.45. Mr B has explained that his cleaner said she left the property around this time and at that time the tree was still standing.

The next question for me to consider is whether, on balance, storm conditions caused the tree to fall and cause damage. Mr B has already been provided with evidence of the weather data relied on in support of the Investigator's findings about weather conditions at the time.

To summarise:

- The highest wind speed recorded on 24 January 2025 was 60mph – however this was at 9:20, so before the policy was taken out.
- Between 12.00 and 18:00, the highest wind speed recorded was 58mph – at 12:20.
- At 14:20 the recorded wind speed was 48mph. After this time, it gradually falls; with recordings of 46mph at 15:20, 43mph at 15:50 and 41mph at 16:50.
- The highest wind speed recorded for the rest of the day up until midnight was 44mph at 18.20.

Based on the above data, and the timing of the policy being taken out and likely falling and causing damage, I'm not persuaded the policy definition of storm conditions has been met. I say this because at 14:20 the recorded wind speed was 48mph. After this time, it gradually falls; with recordings of 46mph at 15:20, 43mph at 15:50 and 41mph at 16:50.

At the time of Mr B taking out his policy at 15:32, it's fair to say that the worst of the weather for that day had passed. I take Mr B's point about wind speeds still being close to the definition of storm conditions as stated in the policy booklet.

When considering the likelihood of storm conditions causing the tree to fall and cause damage, and the exclusion under the policy, I'm persuaded that on balance a healthy tree would more likely have collapsed during the period of high wind speeds and storm conditions that were prevalent earlier in the day, as opposed to lower wind speeds from later that day.

On balance I think it's unlikely that a healthy tree would collapse under low wind speed conditions, having survived more brutal violent high winds earlier in the same day. For this to be true, I'm persuaded that it's more likely that the tree was already in a weak state. Even if I was to accept that the tree fell, and caused damage during the period of low winds after the policy had been taken out, the damage wouldn't be covered because of the exclusion for pre-existing damage.

On balance, the evidence I've seen, alongside our approach to complaints about storm damage, persuades me that AXA's decision to decline Mr B's claim is overall fair and reasonable, and in line with the policy terms. I recognise Mr B's point about there being no expert evidence to support AXA's position on the condition of the tree at the time of damage. But I'm not persuaded there needs to be.

I say this because I'm persuaded the timing of the storm conditions, the policy being taken out, and when Mr B has explained the tree most likely fell, is sufficient in itself for AXA to have reached the decision it did. Overall thinking about this timeline, and the most likely probable cause of damage, I'm satisfied AXA's decision to decline Mr B's claim is fair. So, I won't be asking AXA to do anything in settlement of Mr B's claim.

Claim handling

I've seen that Mr B had to chase AXA for a response to his claim. As the business responsible for managing Mr B's claim, AXA should've done more to support Mr B, and stay engaged with the claim. I can't see that it did this. I think it's fair that AXA pay compensation in recognition of the upset caused to Mr B because of its poor claim handling.

AXA paid Mr B £75 compensation for the impact on Mr B. Having considered the impact on Mr B, I'm persuaded this amount is fair and reasonable, and in line with what this service would direct in the circumstances. So, I won't be asking AXA to do anything more.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss M to accept or reject my decision before 9 April 2026.

Neeta Karelia
Ombudsman