

## **The complaint**

Mr M complains about the decline of a home insurance claim by AXA Insurance UK Plc ('AXA').

Some of Mr M's dissatisfaction relates to the actions of agents (a surveyor) acting on behalf of AXA. As AXA have accepted responsibility for their agents' actions, in my decision any reference to AXA can be interpreted as also covering the actions of their agents.

## **What happened**

Following a named storm in January 2025, Mr M made a claim under his home insurance policy for his share of damage repair costs. AXA arranged for a surveyor to attend. The claim was declined and AXA said there was no evidence of a one-off storm damage event, instead damage that had occurred over a period of time.

Mr M raised a complaint. AXA didn't uphold it and Mr M referred it to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that it be upheld. As the dispute remained unresolved, it was referred to me for a decision.

I recently sent both parties a copy of my provisional, intended findings. As the deadline for responses has now passed, I've considered the complaint for 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.

### *Responses to the provisional decision*

Mr M responded to the decision to ask whether the evidence he'd submitted had been considered. He referenced an email dated 8 August 2025 to our Service. I can confirm to both parties that all submissions on file were reviewed by me – including the referenced email. Our Investigator has also provided Mr M with a copy of the information he provided to us and I've allowed two extra weeks for responses to the provisional decision. For completeness, I will directly address the point raised in his response email.

Mr M has referenced a storm that occurred on 4 and 5 August 2025, after storm Eowyn, that *didn't* result in damage to his property. I don't find that this materially impacts the outcome in this complaint. I say this because if repairs had not been carried out, it would likely be expected that further damage would occur. But if a lasting and effective repair had been carried out following the earlier storm, it wouldn't be expected that further damage would impact Mr M's property. I'm only considering AXA's response to the claimed for damage that occurred following storm Eowyn.

As no further evidence has been provided that would materially impact the outcome I'd previously set out, I find no fair or reasonable reason to deviate from my previously set out findings and they form the basis of this, my final decision.

### *My key findings*

I'm only considering the actions of AXA when responding to this complaint about a declined claim. I make this point as Mr M has referred to other insurers settling claims for other owners of properties within the building.

For AXA to fairly decline this claim, they must show that the proximate cause of the damage here was not a one-off storm event, but the general condition of the roof that had deteriorated gradually before the storm.

Mr M has referred to this policy not being fit for purpose. I've also carefully noted the nature of Mr M's property. If Mr M is alleging that the policy was mis-sold, he'd need to raise that with AXA as a new complaint before our Service could investigate that complaint point.

Our Service has a well-established approach to complaints about storm damage claims which I'll be following when considering this complaint. More details can be found here <https://www.financial-ombudsman.org.uk/businesses/complaints-deal/insurance/home-buildings-insurance/storm-damage> In summary:

- Did storm conditions occur on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with what we generally see as storm damage?
- Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?

### **My key findings**

*Did storm conditions occur on or around the date the damage is said to have happened?*

Both parties agree that a storm occurred on the date of loss. I say this because this damage occurred during a historic named storm <https://www.metoffice.gov.uk/blog/2025/a-look-back-on-storm-eowyn>. The available relevant weather data for the risk address on 24 January 2025 supports that there were storm force winds (gusts) of over 80mph.

Therefore, the answer to this question is 'yes'.

*Is the damage claimed for consistent with what we generally see as storm damage?*

The exterior of the building in which Mr M's property resides suffered extensive damage, including to the slate roof, lead guttering, fascia and ridging. This type of damage is consistent with damage that might be seen following the wind speeds in operation on the date of damage.

The answer to this question is also 'yes'.

*Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?*

The final stage in our approach to storm claim complaints is to decide whether or not the damage suffered was caused by a one-off storm event or another cause.

Mr M's position can be summarised as:

- His expert contractor disagrees with the surveyor's opinion that timbers were

severely rotted and decayed.

- The damage was caused by a one-off storm event rather than wear and tear over time - as the roof didn't suffer similar damage during a previous named storm which also brought very strong winds.

AXA, on the other hand say:

- Their surveyor concluded the damage was caused gradually, over time, possibly due to a lack of maintenance.
- There was evidence of timbers being rotted, possibly causing stales to dislodge and the zinc hips, ridges to become displaced.

Having carefully considered both positions and the evidence (alongside our approach to these types of complaints), I find that AXA have fairly and reasonably considered the claim before declining it in line with the policy terms. I say this for the below main reasons.

I'm most persuaded by the surveyor's report and find it was reasonable of AXA to rely on its' findings. Whilst I don't doubt Mr M's contractor's experience or expertise, the overall evidence doesn't support that AXA acted unfairly when concluding that a lack of maintenance over time has led to the damage being claimed for.

As part of claim validation, Mr M told AXA that no maintenance of the roof had been carried out in the previous 10 years

*"Was the roof inspected/maintained by a qualified roofer in the last 10 years?"*

*No"*

Whilst I recognise that a property of this nature with a shared roof can cause maintenance complications, under the terms of this policy Mr M was required to keep the property in a good state of repair.

Mr M's contractor has stated (bold added for my emphasis) that some of the damage that occurred was caused by a lack of maintenance:

- 1. A full slate repair to the whole roof, including all the slates that are missing, as seen in the drone picture.*
- 2. The repair to the lead guttering, and any timber needed to reattach to top of fascia board.*
- 3. New fascia board to tower area including any timber to aid fixing onto rafter ends.*
- 4. Soffit repair where soffit boards has come loose.*
- 5. Fascia boards and soffit which has been repaired will be painted similar color to protect from weathering.*
- 6. Zinc ridging to be replaced where it's missing or bent with the wind including ridge fixings.*

*Four of the items listed above were caused by the storm. **Items no. 3, 4 & 5 may have been partly caused by lack of maintenance but may have remained intact***

***in calm weather”***

I also note a survey Mr M carried out in 2021 when buying the property stated that there were several chipped, broken and slipped slates. This suggests that there were possibly issues with the roof as far back as 2021. No evidence has been provided that the above issues were investigated further or rectified between 2021 and the storm event. I do note Mr M told us in an email dated 21 July 2025:

*“Please also note that windows were installed in the tower of the building in April 2024 (previously blanked off with ply board) and at that time the contractor advised that the roof did not require works of maintenance or repair.”*

On balance, when considered alongside all the evidence, I’m more persuaded by the report Mr M relied on when buying the property in 2021, albeit it was carried out using binoculars to inspect the roof from the ground.

***Summary***

There can be little doubt that the strength of the wind on the date of loss likely contributed to the damage that has occurred. For AXA to be able to fairly rely on the gradual causes policy term to decline the claim, they need to show that the proximate cause was not the wind strength.

Proximate cause means doesn’t mean the last cause, it means the dominant, effective or efficient cause of the loss/damage. I currently intend to find that because of the evidence in this complaint, AXA have shown they can fairly rely on the proximate cause to be gradual causes/deterioration over time.

I recognise that Mr M will be disappointed - particularly after he’s told us other property owners in the building have had their claims settled. But I’m only considering the actions of AXA here and I’m satisfied they have shown they can fairly rely on the relevant policy exclusion to decline this claim.

My decision will no doubt disappoint Mr M, but it ends our Service’s involvement in trying to informally resolve his dispute with AXA.

**My final decision**

My final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 2 March 2026.

Daniel O’Shea  
**Ombudsman**