

## **The complaint**

Mrs O complains about AXA Insurance UK Plc (“AXA”) for declining her claim following damage to her home. She wants AXA to accept her claim and to pay for repairs to the roof, ceiling and damaged carpet.

## **What happened**

Mrs O lives in an upper floor apartment and held buildings insurance with AXA. Her policy provided cover for specified perils including storm and accidental damage.

In March 2023, during heavy rainwater began to penetrate the ceiling of her apartment. She submitted a claim and instructed a contractor to undertake repairs.

AXA sent a surveyor to assess the property. The surveyor noted that there was evidence of wear and tear to the roof surface and issues such as missing flashing. They considered that the water ingress had occurred over a long period and was not a consequence of a storm. They noted that there was evidence of previous leaks at the property which had been repaired.

AXA did not accept that there had been storm conditions in the period before the claim and declined Mrs O’s claim.

Mrs O complained.

AXA sent its final response letter in May 2023. It maintained its decision to decline the claim and considered that there was no evidence of storm related damage. Instead, it considered that the damage had occurred over time and so was excluded from cover.

Mrs O was not happy and contacted us.

Our investigator looked into this matter and set out his view to the parties. This was ultimately that he did not consider that AXA had acted unfairly in declining the claim on the basis of wear and tear.

Mrs O did not accept that view and asked for an ombudsman 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.

Firstly, I sympathise greatly with Mrs O. The damage occurring to her home and suddenly having to incur substantial expense to restore her home must have been very upsetting.

I do, however, agree with my colleague that I have not seen evidence that AXA acted unfairly in declining the claim.

When we consider complaints relating to storm claims we look at three questions. Firstly, is

there evidence of a storm event, secondly, is the damage consistent with damage caused by a storm, and thirdly is the storm the main cause of the damage. If we cannot answer yes to all three questions, then we would not usually uphold the complaint.

In this instance, the weather evidence shows rain and some winds in the weeks preceding the claim, but it does not show severe weather conditions which would constitute a storm. Roof materials are expected to be able to withstand ordinary weather conditions without failing or allowing water to penetrate underneath tiles.

The damage, of water penetrating the roof and damaging the ceiling and carpets, could be consistent with a storm, but this would usually go along with missing tiles or impact damage to create a hole in the roof surface, or high winds which caused water to get underneath the tiles. I have not seen evidence that this type of damage was sustained.

Mrs O has detailed that she believes that lead flashing was dislodged by high winds in previous weeks and that the rain was then able to penetrate the roof. I have not seen evidence to support that a storm removed flashing, and this would be unusual damage for a storm to cause.

The surveyor on behalf of AXA considered that the condition of the roof was such that rain had been entering the roof space over time, and this then came through the ceiling suddenly and as a surprise to Mrs O. I do not think that this was an unreasonable view.

Overall, I am not able to answer the three questions all with a yes, and so I do not consider that AXA reached an unreasonable decision in the circumstances to decline the claim.

I note that Mrs O had accidental damage cover on her policy, but this too excluded damage which occurred over time. I do not think AXA reached an unreasonable conclusion in not accepting the claim under this peril.

Consequently, whilst I sympathise with Mrs O, I do not uphold this complaint and I do not ask AXA Insurance UK Plc to do anything further.

### **My final decision**

For the reasons given above, I do not uphold Mrs O's complaint and I do not ask AXA Insurance UK Plc to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 20 December 2023.

Laura Garvin-Smith  
**Ombudsman**