

## **The complaint**

Mr D has complained that AXA Insurance UK Plc declined a claim he made for storm damage under his home building insurance policy. Mr D is unhappy that AXA didn't consider his claim under the accidental damage section of his cover.

## **What happened**

Mr D made a claim to his insurer, AXA for storm damage. He said severe winds caused a gas flu chimney cover to blow off from Mr D's chimney.

AXA instructed a Surveyor to inspect the damage at Mr D's home. The Surveyor reported that the damage was caused by wear and tear. And AXA said storm conditions hadn't occurred at the time the damage occurred. So AXA declined Mr D's claim.

AXA said that Mr D's policy excluded damage caused by wear and tear under the section which covers accidental damage.

Our Investigator didn't recommend the complaint should be upheld. She checked the local weather data and didn't find storm conditions had occurred. And without any other evidence to contradict the Surveyor's opinion, the Investigator thought AXA had reasonably relied on their report, the weather data and the policy terms when deciding to decline the claim.

Mr D didn't agree. So the case has been passed to me to decide.

## **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.

Insurers provide cover for specific sudden unforeseen events such as storm, flood or fire. It isn't unusual for insurers to exclude cover for damage caused by non-insured perils such as wear and tear or a gradual decline in materials.

As AXA declined Mr D's claim by applying the 'wear and tear' exclusion, I've looked at whether it reached this decision reasonably.

As the Investigator explained, when we look at storm damage claims, we ask three questions. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- If so, is the damage being claimed for consistent with damage that a storm typically causes? and;
- Were storm conditions the main cause of the damage?

If the answer to all these questions is 'yes' then the claim is likely to succeed. But, if the answer to any of the above questions is 'no' - the claim for storm damage is unlikely to be covered.

AXA's policy defines the term storm as;

*"A period of violent weather defined as:*

*Wind speeds with gusts of at least 48 knots (55mph) (Equivalent to Storm Force 10 on the Beaufort Scale) or;*

*Torrential rainfall at a rate of at least 25mm per hour or;*

*Snow to a depth of at least one foot (30 cm) in 24 hours or;*

*Hail of such intensity that it causes damage to hard surfaces or breaks glass."*

Mr D says severe winds occurred overnight on 5 January 2023 and so he believes his claim should be covered as storm conditions led to the damage he claimed for.

Local recorded weather data shows wind speeds peaked at 43 mph. And so there isn't evidence that storm conditions occurred. So the answer to the first question is 'no'.

The Surveyor reported that the cowl showed signs of decay to the grated section. He found that the remaining part of the cowl was still in the chimney stack - and that the cause of the damage was because of a breakdown in the material. The Surveyor provided clear photos to support his professional opinion.

Mr D's policy with AXA - like most insurance policies - doesn't provide cover for every eventuality. It excludes cover for damage caused gradually. AXA says under the policy:

*"We do not cover the following:*

*Wear and tear or something that occurs gradually over a period of time)*

Mr D says that aluminium doesn't rot or corrode. So he doesn't agree with the Surveyor's opinion. General checks show that aluminium can corrode. And if there was evidence of equal weight to support Mr D's view, I think AXA should consider that.

But from the available information to me, I can't say that AXA has unreasonably declined Mr D's claim for storm damage. I think the answer to the second question could be 'yes', but the answer to the first and third questions are 'no'. This means I think AXA's decision to decline the claim for storm damage was fair and in line with the policy.

As Mr D's policy has a 'wear and tear' exclusion for accidental damage cover, it follows that AXA hasn't unreasonably declined his claim under this section of cover.

### **My final decision**

I'm sorry to disappoint Mr D. But for the reasons I've given above, 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 D to accept or reject my decision before 17 October 2023.

Geraldine Newbold  
**Ombudsman**