

## **The complaint**

Mr and Mrs D complained that their claim for storm damage was unfairly declined under their home insurance policy with AXA Insurance UK Plc ("AXA").

## **What happened**

Following a storm Mr and Mrs D made a claim on their policy. Part of the flat roof had "*peeled off*" in bad weather. Mr and Mrs D were quoted £2,940 to have the roof repaired.

AXA appointed a surveyor to validate and review the claim but based upon the surveyor's report and photographic evidence AXA decided to decline the claim. AXA didn't dispute there was a storm at the time of the reported incident. However, it said the damage was more likely caused due to a gradual deterioration of the roof materials, which it said was excluded by the policy.

Mr and Mrs D were unhappy with this outcome, as they felt they had taken advice on the condition of the flat roof and didn't think it needed maintenance. They think the claim outcome is unreasonable and they've asked for their claim to be settled in full.

Our investigator decided not to uphold the complaint. Based upon the evidence presented she thought AXA had made a fair decision. She didn't think the storm was the main cause of damage, she thought AXA had been reasonable to conclude the damage was caused by gradual deterioration. Mr and Mrs D disagreed, so the case has been referred to an ombudsman.

## **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.

When our service looks at a storm claim, there are three questions to 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?*

AXA didn't dispute that storm conditions were present at the time of the reported incident. So, I will move on to the next question.

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

I think a storm of the force reported by Mr and Mrs D could dislodge tiles or blow them from the roof. However, I would expect a well installed and maintained flat roof to withstand damage in most storms, although as there is a small chance damage could've been caused, I will consider the next question.

*Were the storm conditions the main cause of the damage?*

AXA said gradual deterioration of materials on the flat roof were the main cause of the damage – so I have checked the surveyor's report to see if it supports AXA's conclusion. The surveyor said *"the area of damage is the flat roof on the two-storey extension at the rear of the property. Overall, the roof is in poor condition. It has a three-layer green mineral felt finish, that was the original covering on the roof, and at some point a two-ply layer has been bonded on top of this to prevent further deterioration. This is from a previous repair, likely from water ingress. The original felt roof is beyond its useful life, which is why a further layer has been installed on top of it. The quality of installation is poor. The layers have not bonded and would only be suitable as a temporary measure. This temporary repair was carried out several years ago, and no permanent repairs have been carried out by the policyholder. There is no evidence of damage as a direct result of storm conditions. The mineral felt roof was already in need of replacement. There is no internal damage to consider. The claim is to be declined in full"*.

When Mr and Mrs D complained, they provided their own evidence. They said they'd had a building's survey completed on the house a few years previously and it didn't indicate any need for maintenance to the flat roof. They said as lay people, they wouldn't have known of any need to do maintenance on the roof.

I've read the extract from the report Mr and Mrs D provided. It states *"[the roof] was installed...within the past 15-20 years. Flat coverings do not last as long as those on sloping roofs and they can quickly get worse. The surface of the flat roof is unprotected from the effects of the sun (called solar protection) and this can reduce the life of the roof covering. This should be installed soon. There are a few puddles on the flat roof that indicates that it is not totally laid to correct falls to properly drain to the gutters and downpipes. This can shorten the life of the flat roof...no repair is currently needed. The property must be maintained in the normal way"*.

I appreciate Mr and Mrs D took advice via their building's surveyor, so they wouldn't have known about the condition of the roof. I think this would've been a fair argument if the storm happened shortly after the survey was done. However, the reported incident was 30 months later, and the report states the roof can decline quickly, is of age and has some identified weaknesses. So, I don't think it's reasonable to rely on this report now. I think it's likely the roof would've needed some maintenance or even replacement in this time.

Mr and Mrs D said they did have a roofer do some other repairs to another part of the house around a year after they had their survey done. They said he confirmed the flat roof was in good order. Unfortunately, there isn't evidence from the roofer to support what he said and as the reported incident was another 15 months later, I think there was still opportunity for the roof to decline in that period. So, I'm not persuaded by what the roofer may have stated.

I have also reviewed the photos that AXA's surveyor took to support his findings. There are several good quality photos to show the condition of the roof. Whilst, I don't have the knowledge to qualify all his comments, it's clear a temporary repair layer has been laid over the original felt surface. So, I find the surveyors' commentary reliable. As the original roofing was around 15 years old, I also think it's likely it was towards the end of its useful life.

Therefore, I think AXA has been fair in concluding the main cause of the damage was due to gradual deterioration of the roof covering and materials. I think it's likely the storm merely highlighted this pre-existing condition. This is what the surveyor observed. I think AXA has been reasonable to conclude the storm wasn't the main cause of damage.

I've checked the policy and there is a general exclusion on page 57 that states *"we will not pay for any damage caused by gradual deterioration / maintenance"*. This is further defined as *"loss or damage caused gradually, or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your buildings and its contents"*.

I think AXA has fairly declined the claim for damage to the roof – as gradual deterioration is excluded from the policy. So, I think the conclusions reached on this claim are fair. So, as I don't think AXA has done anything wrong, I don't uphold this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require AXA Insurance UK Plc to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 21 August 2023.

Pete Averill  
**Ombudsman**