

The complaint

Mr A and Mrs A have complained that AXA Insurance UK Plc (AXA) unfairly declined a claim under a home insurance policy.

What happened

When Mr A and Mrs A were having work carried out at their property, a contractor found a hole in their roof. So, Mr A and Mrs A contacted AXA to make a claim for storm damage. They said they didn't know when the damage happened. AXA declined to register the claim because it said it couldn't do so without a specific date of loss. It said it needed this information to check the weather conditions and to check these met the policy definition for storm. It also said it couldn't confirm that it was the insurer at the time the damage might have happened. When Mr A and Mrs A complained, AXA maintained its decision but offered £25 as a goodwill gesture because of the delay in its response.

So, Mr A and Mrs A complained to this service. Our investigator didn't uphold the complaint. He said it was reasonable for AXA to require a date of loss to check the weather conditions around that time. Without the date, it also couldn't be confirmed who was the insurer at the time. It would also likely to be difficult to confirm the damage, due to deterioration because of the amount of time it had been left. He said it was reasonable that AXA didn't register a claim.

As Mr A and Mrs A didn't agree, the complaint was referred to me.

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 we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

Mr A and Mrs A have said the damage happened at some point in a six-year period between 1 February 2016 and 13 November 2022. I'm aware that AXA wasn't Mr A and Mrs A's insurer for that whole period. AXA would need a likely date to show it was the insurer at the time of the damage and also so that it could check whether there were storm conditions local to Mr A and Mrs A around that time. Without that information, I think it was reasonable that AXA said it couldn't consider the claim.

The onus is on a policyholder to show their claim is the result of a one-off insured event covered by the policy. In my view, Mr A and Mrs A haven't done that here. They haven't

shown the damage was caused by a one-off storm that more likely than not happened while they were insured by AXA. Without that information, AXA didn't need to consider the claim. As I think the answer to the first question can't reasonably be answered yes with any certainty, it also means that I don't need to consider the other two questions.

So, having thought about what happened with this claim, I think it was reasonable that AXA declined to consider it. As a result, I don't uphold this complaint or require AXA to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 18 December 2023.

Louise O'Sullivan
Ombudsman