

The complaint

Mr D and Mr Q complain that AXA XL Insurance Company UK Limited wouldn't cover a claim on their buildings insurance policy in full.

What happened

Mr D and Mr Q made a claim on their policy for storm damage. They said a storm caused damage to tiles which allowed water to get into the building. AXA agreed to pay for internal damage in the property but not for damage to tiles or the cost of scaffolding.

AXA said the external damage was due to wear and tear, not storm damage. Mr D and Mr Q say they agree that damage to a balcony was not covered but the damage to the tiles should be, together with the cost of the scaffolding that was put up at the property.

Our investigator said AXA's decision was reasonable as the evidence didn't show there were storm conditions at the time, and it had relied on an expert's report which referred to wear and tear.

In reply, Mr D says

- he agrees the repairs to a balcony floor are not covered, due to the exclusion for wear and tear
- but the wind and rain lifted the tiles off the balcony above, which were only a year old, and this must have been storm damage
- although he can't evidence it, the wind at their property is higher than wind speeds measured nearby due to its exposed position
- at the very least, the cost of the scaffolding should be covered.

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.

Mr D and Mr Q have brought the complaint jointly as they are joint policyholders, but Mr D has dealt with most of the correspondence so for ease I'll refer to him.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; and not unreasonably reject a claim.

The policy provides cover for storm damage. There's no definition of a storm in the policy but it would normally be taken to involve violent winds, usually accompanied by rain, hail or snow.

There are three issues to consider – whether:

- storm conditions occurred on or around the date the damage is said to have happened;
- the damage is consistent with damage a storm typically causes; and
- the storm conditions were the main cause of the damage.

In the first instance it's for the policyholder to prove their claim. So Mr D needs to show the damage was caused by a storm. If the evidence doesn't show there were storm conditions at the time, there's no need for me to go on to consider the other points.

The evidence isn't conclusive on what caused the damage. Looking at weather records for the period in question these don't indicate that wind speeds were high enough to be considered storm conditions. Mr D says there are cases where a property's particular location means conditions are worse than those recorded at the nearest weather station. That may be so, but there still needs to be some persuasive evidence the conditions at the property were severe enough to amount to a storm.

AXA obtained a report which didn't show evidence of storm damage but did include evidence of wear and tear. Mr D says the surveyor didn't go onto the outside area and only took photos from inside but there are photos taken on the balcony and showing the outside of the property. And he accepts there was some wear and tear, meaning the damage to the balcony wouldn't be covered. I think it was reasonable for AXA to rely on the report.

Mr D says the damage to the tiles must have been caused by the wind and rain. I can see why this may seem logical to Mr D but I don't think there's enough evidence of this to be persuasive.

The scaffolding was needed for repairs to the exterior of the building and, since the evidence doesn't show that was caused by storm damage, it was reasonable for AXA not to cover the cost of that.

Taking all of this into account I think AXA's decision was in line with the policy terms and was fair.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mr Q to accept or reject my decision before 23 April 2024.

Peter Whiteley
Ombudsman