

The complaint

Mr and Mrs R 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 R said they noticed damp patches on their bedroom wall, on the inside gable wall into which a chimney was built. Mr and Mrs R said the chimney hadn't been used for around 20 years.

The day Mr and Mrs R noticed the damage, they phoned a local contractor. He inspected the damage and recommended repairs, which Mr and Mrs R agreed to. The invoice was titled "*storm damage to chimney and slate roof*" and listed the work that was completed at a cost of £2,200.

Around seven weeks later, Mr and Mrs R made a claim for the costs they'd incurred in repairing the damage. AXA reviewed and validated the claim, which included one of its contracted surveyors taking photos of the property post-repair. AXA said, "*as the work had already been completed, they were unable to confirm the cause of the damage and they declined your claim in full*". AXA also said there were no prevailing storm conditions on, or around the time the damage was noted.

Mr and Mrs R thinks this is unfair and want their costs reimbursed in full.

Our investigator decided not to uphold the complaint. Whilst he thought there was evidence of storm conditions, he didn't think Mr and Mrs R had provided evidence that the storm was the main cause of the damage. Mr and Mrs R 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.

AXA stated in their final response that it declined the claim as it couldn't confirm the cause of damage, so I've considered this.

Mr and Mrs R said they had the repairs completed on their property the same day they first noticed the damage. It's a policyholder's responsibility to inform their insurer of any damage or potential damage to their property as soon as it is known. This allows insurers an opportunity to validate any damage. Mr and Mrs R didn't make their claim until 7 weeks later. I find this odd. I would've expected Mr and Mrs R to make the claim as soon as they were aware of the damage, especially if they hoped to recoup their costs.

A policy covers certain events. In Mr and Mrs R's case they made a claim under the storm peril. So, AXA are entitled when they validate the claim, to send a surveyor to assess whether there is any evidence of storm damage. Unfortunately, as Mr and Mrs R had the

work completed before AXA had opportunity to review any damage, they've made it extremely hard to evidence that the storm caused it.

Mr and Mrs R's roofing contractor said the storm had caused the damage. Unfortunately, this isn't enough. Our service requires our decisions to be based on evidence. The roofing contractor hasn't provided a report to justify why he thinks the storm was the main cause. I think AXA has been fair in asking for any photographs in the absence of a report from an expert. I appreciate that Mr and Mrs R couldn't take these photos themselves, but I think the roofing contractor could've done if he'd been asked.

However, as no evidence has been provided to show the storm caused the damage, it's impossible for me to confirm whether it has or not. It's possible the damage could also have been caused by a pre-existing weakness in the roof and the storm merely highlighted this.

I think AXA has been fair in declining the claim on this basis, as Mr and Mrs R haven't been able to evidence the storm caused damage and was the main cause. So, 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 Mrs R and Mr R to accept or reject my decision before 9 October 2023.

Pete Averill
Ombudsman