

The complaint

Mr P complains that AXA Insurance UK Plc have unfairly declined his claim for storm damage to his property.

What happened

Mr P had a buildings insurance policy with AXA.

On 13 January 2023 Mr P made a claim for storm damage through his broker. He said that he had suffered a leak to his roof in December and the repair work had already been completed. He had a complete replacement roof costing £15000.

Following receipt of the invoice for the roof from Mr P, AXA appointed a surveyor to inspect the damage and validate the claim.

The surveyor visited the property in March 2023 and advised that the claim would be declined, as he couldn't find any evidence of storm damage and felt the leak was due to the roof deteriorating over a period of time, which had allowed the water ingress.

Mr P complained about this, but AXA didn't uphold the complaint, they said that they were satisfied that the photos showed a deteriorating roof and that the bad weather had highlighted a problem already present. Mr P was unhappy with this and brought his complaint to us.

One of our investigators has looked into Mr P's complaint and he thought that AXA had acted fairly declining the claim.

Mr P disagreed with our investigator's view, and so the case has come to me to review.

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.

In this case I have to consider whether AXA have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

However, having considered all of the evidence carefully, I haven't upheld Mr P's complaint, and I will explain why.

When our service looks at a storm claim, there are three questions to consider:

1. Were storm conditions present on or around the date the damage is said to have happened
2. Is the damage consistent with damage caused by a storm?
3. Were the storm conditions the main cause of the damage?

If the answer is yes to all three questions, then a claim will usually succeed.

So, I've firstly looked at whether storm conditions were present. Mr P's policy booklet defines "storm" at page 11 as:

"A period of violent weather defined as:

- *Wind speeds with gusts of at least 48 knots (55 miles) per hour or*
- *Torrential rainfall at a rate of at least 25mm per hour or*
- *Snow to a depth of at least one foot (30cm) in 24 hours, or*
- *Hail of such intensity that it causes damage to hard surfaces or breaks glass."*

AXA have said that there were no weather conditions which met this definition of storm around the time of the incident.

I have checked the weather reports for two months before the reported date of loss. I can see that the highest recorded wind speeds were of gusts of up to 42 mph in late November but nothing similar in December. Rainfall was also not enough to meet the criteria for a storm.

Whilst I appreciate that these are strong winds, the policy is clear that it considers 55mph to be the minimum wind speed for storm winds, and so I am satisfied that AXA's decision that storm conditions aren't met is in line with the terms of the policy.

Although I think AXA have fairly decided that the storm condition isn't met, I have gone on to consider whether there is evidence of damage consistent with the kind of damage caused by a storm, but I can't see any evidence of this.

AXA sent out their surveyor in March to discuss the matter with Mr P and to examine the roof. As the roof had already been fully replaced, the surveyor was reliant on information provided by Mr P and images from Google showing the roof before it was replaced.

AXA's surveyors say that the roof looked to be in a poor state of repair from the images on Google. They also have considered the damage report provided by a roofer in December 2022 which Mr P has provided which recommends a new roof as there is "a lot of weather damage to the roof". I don't think it is possible to make a fair assessment of the roof from those images and a few lines of a report. However, in the absence of any pictures of the actual storm damage to the roof, I also don't think it would be fair to say that any damage that had occurred was consistent with a one off storm either.

Mr P has only provided one image of damage to the surveyor, which appears to be of a gable end of a slate tiled roof. Google images of Mr P's roof from 2019 show it to be concrete slates, and there is no gable end, so I don't think this image is an accurate picture of damage to Mr P's roof.

And so in the light of what I have said above, I'm satisfied that AXA acted fairly when they declined Mr P's claim.

My final decision

My decision is that I don't uphold Mr P's complaint, and AXA Insurance UK Plc need not do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 5 October 2023.

Joanne Ward
Ombudsman