

The complaint

Mr P complains about AXA Insurance UK Plc's decision to decline a claim for storm damage to his roof, and about their handling of that claim.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here, concentrating on the key issues. Both parties can be assured that I've read and carefully considered all the evidence and information we have on file relating to this case.

Mr P has a home insurance policy underwritten by AXA to cover his home and its contents, amongst other things.

He made a claim after a heavy storm on 31 December 2023, which appeared to damage his roof and lead to an ingress of water.

AXA appointed a surveyor to visit the property. The visit was on 15 February 2024. Mr P says the surveyor didn't do a thorough job. He didn't go into the loft to assess the damage from there. And he took photographs only from ground level.

AXA asked Mr P for further information, including his roofer's report about the current damage and any reports relating to previous repairs on another part of the roof carried out in 2021.

Mr P provided a report about the current damage and a quote for the necessary repairs from his roofer. However, in April 2024, AXA declined the claim on the basis that the damage was most likely caused by wear and tear.

Mr P made a complaint to AXA about the decision to decline the claim and about delays and poor service in the handling of the claim.

AXA admitted there had been unnecessary delays and awarded Mr P £150 in compensation for his trouble and upset. But they maintained that the decision to decline the claim had been correct.

Mr P then brought his complaint to us. Our investigator looked into it and didn't think AXA had done anything wrong.

Mr P didn't agree and asked for a final decision from an ombudsman. He's now had the repairs carried out, at a cost of just over £2,600. He wants AXA to pay for those repairs and to compensate him adequately for the stress, distress and inconvenience he's experienced.

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.

There's no dispute in this case about what the policy terms say or mean.

Damage caused by a storm is covered. There's an exclusion relating to damage caused gradually or by wear and tear or the failure to fix a known issue.

This is entirely usual in home insurance policies. And the terms reflect the principle that insurance is there to cover unfortunate, unexpected one-off events – and not to replace items that have worn out, aged and/or gone beyond their effective shelf life.

There's no dispute here either about the fact that a storm occurred on 31 December 2023 in Mr P's area, with high wind speeds and heavy rain.

So, the key question for me in making this decision is what caused the leak in Mr P's roof. Did the storm damage an otherwise sound and well-maintained roof, as Mr P suggests? Or did the storm and heavy rain simply serve to highlight an existing issue with a worn and poorly maintained roof, as AXA suggest?

I'm going to start by saying that I agree with Mr P that the surveyor who visited the property in February 2024 didn't do a very thorough job. This won't be news to AXA, since they admitted as much to Mr P during a phone call in April 2024.

That means the evidence about the cause of the damage isn't as clear and certain as it might otherwise have been. However, I have to decide on the basis of the evidence that *is* available whether AXA are justified in concluding that the damage was caused primarily by wear and tear and the age of the roof.

My sympathies are with Mr P. It's not a pleasant experience to realise one's roof is leaking and to have to deal with the resultant damage. However, I'm satisfied on balance that AXA are entitled to decline the claim based on the evidence available to them. I'll explain why.

AXA say their surveyor didn't find evidence of recently displaced tiles when he inspected the property. That's hardly surprising given that he attended around 45 days after the storm event. Mr P had plenty of time to clear up any debris or slipped tiles.

Mr P's roofer's report – which is very brief and dated in March 2024 – says tiles are missing and were displaced by the storm.

It's difficult to see how the roofer could have been so sure, at that distance in time after the event, that the storm had displaced tiles. And the roofer doesn't really attempt to comment on whether the storm was the dominant cause of the damage, or the roof was worn beforehand.

The photographs taken by the surveyor aren't entirely conclusive, but they do show an old and uneven roof which has significant moss growth throughout. They also appear to show the gaps where tiles are missing. And it appears there is moss and lichen growth around those areas. The 'wounds' in the roof, in other words, don't appear fresh.

So, the photographic evidence, such as it is, leans towards suggesting the roof was in poor condition before the storm. Although, as I say, that evidence alone isn't conclusive.

However, the roofer's quote for the repairs sheds some light on this too. As I say, the roofer's report is very brief and doesn't really say what needs to be put right on the roof. The quotation, however, goes into more detail.

It says the roofer will need to remove the existing slate roof (the lower section), including the

valley. And then replace the slates, supply and install a new lead valley, supply and fix new battens, felt support trays and a breathable membrane.

That begins to look like a fairly significant repair. Rather than put back a few tiles dislodged by the storm, the roofer is – amongst other things - replacing the valley, and battens.

In respect of the latter, it's unlikely the wood of the battens would have deteriorated so quickly after a one-off event and water ingress caused by the storm. So, it's not clear why they would need replacing unless the water ingress had been on-going for some time – and was perhaps exacerbated by the storm such that it became evident inside the house.

AXA also refer to previous repairs carried out on the roof in 2021. These were on a different part of the roof – I believe on the other side from the current damage. But AXA say these repairs may show that the roof was worn and aged - and in need of maintenance or repair – before the storm.

I can see that AXA's agents first asked Mr P in January 2024 to provide them with evidence to show what those 2021 repairs were and what damage they were addressing.

That seems to me to be a reasonable request. A report, estimate or invoice from the roofer relating to those repairs would have helped AXA to determine whether the more recent damage was more likely to be due to the storm or a known issue with the roof.

Mr P didn't provide any evidence about the 2021 repairs, despite being persistently asked to do so by AXA's agents. His only direct response to that request was in an email he sent to AXA's agents in late January or early February 2024. He said:

"You would have to talk to them about when they looked at the roof. There was scaffolding up for three weeks and they were all up there doing lots of work."

It appears odd that Mr P, as the owner of the property, wouldn't know what work was being done - and paid for by him, I assume – on his roof in 2021. And it appears odd that he'd have no record of that work, in the form of an estimate, invoice or preliminary report.

On balance, I have to conclude that Mr P's reluctance to share information about the 2021 repairs is more likely than not to show that the repair work did in fact suggest an on-going issue with the roof due to age and wear and tear.

In summary, on balance, the available evidence suggests that the damage to Mr P's roof was caused by wear and tear rather than the storm – and it wasn't unreasonable for AXA to come to that conclusion based on that available evidence.

The photographs don't show any signs of storm-related damage and suggest the roof may have been old and worn.

The roofer's report is two sentences long and doesn't address the question of causality in any meaningful way. The quote on the other hand outlines fairly significant repairs which don't appear compatible with one-off storm damage.

And Mr P hasn't provided any evidence about the 2021 repairs to the roof.

Putting all of that evidence together, I can't reasonably conclude that AXA acted unfairly towards Mr P when they declined his claim.

AXA admitted delays in the handling of the claim – which were undeniable given that it took

a month and a half to carry out the survey, for example.

The claim was resolved within four months overall. Whilst there were some delays, they're not hugely significant in the context of a disputed claim. And I can't reasonably blame AXA for *all* of the delays given that they were continually asking Mr P to provide evidence about the previous repairs.

In short, I'm satisfied that £150 is fair and reasonable compensation for the trouble and upset Mr P was caused by the delays that *were* AXA's sole responsibility.

I have no doubt this was a stressful experience for Mr P – and the sooner it was concluded the better – but the additional stress caused by avoidable delays which were AXA's fault amounts to weeks rather than months.

My final decision

For the reasons set out above, I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 December 2024.

Neil Marshall
Ombudsman