

## The complaint

Mr and Mrs N complain that AXA Insurance UK Plc (“AXA”) unfairly declined their claim for storm damage, under their home buildings insurance policy.

I’ll refer to Mrs N in my decision.

## What happened

A bedroom ceiling in Mrs N’s home collapsed on 9 January 2024. She says this followed a period of severe weather, which included the named storm “*Henk*”. This allowed water to ingress into her roof cavity eventually resulting in the ceiling collapse. Mrs N says the roof was well maintained. But AXA declined her claim as the weather didn’t meet its policy definition of a storm. Mrs N didn’t think this was fair and complained.

In its final complaint response AXA says its claims team assessed the weather conditions when Mrs N reported her loss. It says there were no significant weather conditions that would constitute a storm. So, it couldn’t agree the damage resulted from a storm cause. AXA says if Mrs N obtains a report that shows the damage was the result of an insured cause, it will review further.

Mrs N didn’t think AXA had treated her fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. She says weather data doesn’t support storm conditions were experienced in the locality of Mrs N’s home. She says that following repairs arranged by Mrs N to her roof, water ingress continued. And the contractor Mrs N used thought this was caused by the neighbour’s side of the chimney stack.

Our investigator didn’t think Mrs N had shown that the damage resulted from a storm. She was more persuaded by AXA’s view that this was the result of pre-existing damage.

Mrs N didn’t accept our investigator’s findings and asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

## 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.

Having done so I’m not upholding Mrs N’s complaint. I’m sorry to disappoint her but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?

- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions are no then an insurer can generally, reasonably decline the claim.

Mrs N's policy defines a 'storm' as:

*"A period of violent weather defined as:*

- *Wind speeds with gusts of at least 48 knots (55mph) or*
- *Torrential rainfall at a rate of at least 25mm per hour.."*

The policy terms also say:

*"When we assess your claim, we will not rely solely on the definition of storm as this is just one factor we consider when you have this kind of damage to your home."*

The damage to Mrs N's property was noticed on 9 January 2024. This is when a plasterboard ceiling collapsed. However, Mrs N says it's the weather preceding this, including during the named storm Henk, that caused the damage. I've looked at the weather records around the time of storm Henk and in the days leading up to 9 January.

Maximum wind speeds of up to 46mph were recorded on 2 January 2024. This was at a weather station within a mile of Mrs N's postcode. Wind speeds after this leading up to the loss date were significantly lower. 6.6mm of rain were recorded in one hour on 3 January. This is the highest level of hourly rainfall in the period leading up to the loss date.

Based on these records storm conditions weren't experienced near Mrs N's home. I've thought about the information she provided showing the impact of storm Henk. I can see there were reports of heavy rain and flooding causing disruption in the city where Mrs N lives. But this doesn't show the intensity of the weather conditions that affected her property specifically. The impact and ferocity of storm Henk differed across the country. From the weather data close to Mrs N's property the wind speeds were below that considered to be storm force. Similarly, the rainfall recorded was well below the hourly level considered likely to cause damage.

AXA considered the weather records and declined Mrs N's claim as storm conditions weren't experienced. In these circumstances AXA can reasonably decline her claim. So, I can't say it treated Mrs N unfairly.

I've looked at the correspondence Mrs N exchanged with AXA. She sent an email dated 12 May 2024. This was after repairs had been arranged with contractors she'd appointed. Mrs N says that further remedial work is needed to rectify an ongoing issue. It was thought the neighbour's side of the chimney stack was still allowing rainwater to ingress through the roof.

I've seen a video and photos of Mrs N's roof prior to the repair work. This shows the chimney stack has been re-rendered on Mrs N's side. I understand this work took place in 2014. The neighbour's side looks to be in a deteriorated condition. We asked AXA to comment on this information. It responded to say this evidence shows a storm cause can't be supported. It says the lead and the chimney stack don't look to be in "*great*" condition. It also says there is no apparent damage to the chimney stack, which indicates the ongoing rainwater ingress is linked to its deteriorated state and not a storm cause.

Having considered all of this I'm more persuaded by AXA's position. The weather conditions didn't meet the policy definition of a storm at the time of the loss or in the week preceding it. This means AXA can reasonably decline Mrs N's claim for storm damage. Its policy terms say it will consider other factors. But having looked at the photos of the chimney stack, and details of the ongoing rainwater ingress, I think this supports the view that a storm wasn't the underlying cause of the damage.

I've thought about whether Mrs N had other cover in place that might be of relevance here. Accidental damage insurance could potentially cover the damage that occurred internally. But Mrs N didn't include the optional accidental damage cover in her policy.

I'm sorry Mrs N's home was damaged. This must have been extremely disruptive and upsetting for her and her family. But having considered all of the evidence and circumstances of her complaint, I don't think AXA treated her unfairly when it relied on its policy terms to decline her claim for storm damage. So, I can't reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N and Mrs N to accept or reject my decision before 30 March 2025.

Mike Waldron  
**Ombudsman**