

Common reasons for repudiation

Storm damage and maintenance





Making claims clear.



At AXA, we want to make dealing with us simple and trouble free, so you can get back on your feet as soon as possible after a loss.

We know the last thing you need when you make a claim is to find any surprises in your policy conditions or get tied up in legal language.

We've put this guide together to help you understand our terms and conditions on storm damage, what you need to do reduce your risk, and how we'll assess your claim if the worst happens.



Storm damage and maintenance

The damage caused by storms can be devastating for businesses that are caught in their path.



Your insurance policy will provide protection for your losses, but you need to play your part by making sure your property is in a good state of repair before the storm.

If your property is not well maintained, it could lead to a storm damage claim being declined.

What is a storm?

Insurers define a storm as a period of violent weather with:

- Hail of such intensity that it causes damage to hard surfaces or breaks glass
- Torrential rainfall at a rate of at least 25mm per hour (overflowing drains due to volume of water is considered as flood not storm)
- Snow to a depth of at least 12 inches (30cms)
 in 24 hours
- Wind speeds with gusts of at least 48 knots (55mph)



What maintenance is required?



Properties should be able to withstand damage by all but the most extreme weather conditions. To make a successful claim for storm damage you must make sure that:

- The property is kept in a good state of repair
- Gutters and down pipes are in a good state of repair and not blocked with leaves or debris
- There are no loose or damaged tiles on the roof
- Flat roofs are in a good state of repair

Bear in mind that some areas like flat roofs, fascia boards and boundary walls are difficult to inspect. If you cannot check them yourself, you should use a relevant builder or property surveyor to do this for you.



What conditions must you comply with?



Your policy is likely to contain a Reasonable Care condition and you must comply with its terms and conditions.

This condition is explicit and requires that you take reasonable steps to prevent loss or damage, keep the premises in good condition and remedy defects as soon as possible.

You might also have a Flat Roof condition, which requires that you have flat roofs inspected by a competent roofing contractor at regular intervals and implement any recommendations they make for maintenance or improvement.

Please note that other conditions may also apply.



How will we assess your claim?

When we investigate an insurance claim for storm damage, there are four main issues we consider:

- On the balance of the evidence, do we agree there were storm conditions at the time you say the damage happened?
- Is the damage you've claimed for consistent with what we generally see as storm damage?
- Was the storm the main cause of the damage? It could be that other factors were involved and the damage might have occurred without the storm.
- The maintenance and condition of the property

Example

A customer claimed for damage to their roof following a storm – but the roof tiles already appeared to be in a poor condition before the storm. We would carefully consider whether the roof tiles would have been displaced regardless of the storm – or whether they were in a good enough condition to have remained in place for some time. The important point is that an insurance policy is designed to cover specific incidents like storms and is not a maintenance policy for normal building wear and tear.



Get in touch

If you have any questions about this document, please get in touch with your usual AXA contact or your insurance broker.





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