

The complaint

Mr and Mrs L complain that AXA Insurance UK Plc declined their claim on their home insurance.

What happened

Mr and Mrs L had home insurance with AXA for a property they own and rent out. In August 2022 their tenant sadly passed away and they attended the property to find that the garage had water ingress. They made a claim on the insurance.

AXA declined the claim as it said the damage to the garage roof had happened over time, and because it was poorly fitted, so the claim was excluded from cover. Mr and Mrs L made a complaint but AXA didn't uphold it, so they brought it to this service.

Our investigator didn't recommend the complaint be upheld. She said there wasn't enough evidence to show that the damage had been caused by a one-off storm event. And AXA had provided expert evidence to show it was likely due to a defective roof and had happened over time. So she thought it fair AXA declined the claim.

Mr and Mrs L didn't agree. They said the damage was likely due to a number of storms over the years but as their tenant didn't report the issue to them, they could not have made a claim until they did. They asked for the complaint to be reviewed by 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.

Mr and Mrs L's insurance policy states that the buildings section covers:

'If any property is damaged by any of the following causes, we will pay you for the value of the property at the time it is damaged or the amount of the damage, or at our option reinstate or replace the property or any part of it'

It then goes on to list all the insured perils that are covered under that section of the policy. In order to make a successful claim, Mr and Mrs L need to show that there has been damage caused by one of the listed perils. If the damage is caused by anything not listed, or if AXA can show an exclusion applies, then the claim wouldn't be covered.

Mr and Mrs L only discovered the damage after the passing of their tenant at the end of 2022. But think it was likely caused by bad weather. From looking at the perils listed in the standard cover, the only one that could reasonably apply is damage caused by storm. However, as insurance policies are there to cover one off, unforeseen events, this cover applies where there have been storm conditions on or around a specific date, and these alone have caused the damage being claimed for.

Here, Mr and Mrs L are unable to say when the damage was caused. Which means AXA can't assess if there were weather conditions at the time that would constitute a storm. Or if

that storm was the main cause of the damage. Mr and Mrs L have said themselves that it's likely it was caused by a number of different weather events over the years. But this wouldn't be covered by the storm peril in the policy, as that would only relate to a one-off storm event. Therefore it's fair and reasonable that AXA declined to cover Mr and Mrs L's claim under the storm peril.

The only other peril the damage could be covered by is the accidental damage extension Mr and Mrs L have included in their policy. However this lists the following exclusions:

'damage to property caused by or consisting of

a inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials

b faulty or defective workmanship, operational error or omission by you or any of your employees'

AXA appointed a loss adjuster to inspect the damage and their report stated as follows:

'The felt has been missing for a period of time and has been poorly fitted as the felt has not been gripped enough onto the OSB allowing the rainwater to ingress over a period of time.'

This shows that the opinion of AXA's expert was that the damage was due to both defective workmanship and that it had happened over a period of time. Therefore two of the above exclusions would fairly apply.

Based on this, I think AXA has shown that the perils that the damage may be covered under both wouldn't apply in the circumstances. And that there would therefore be no cover under the policy for the damage. For this reason I find that it has acted fairly and reasonably by declining Mr and Mrs L's claim and I won't ask it to do anything differently.

My final decision

For the reasons I've given, I don't uphold Mr and Mrs L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 6 October 2023.

Sophie Goodyear
Ombudsman