

## The complaint

Mr and Mrs R have complained that AXA Insurance Plc declined a claim they made under their home building insurance policy.

## What happened

Mr and Mrs R made a claim to their insurer, AXA for damage caused by a leak in their roof following heavy rain.

AXA said no insured event had occurred - and so it declined their claim.

Mr and Mrs R asked us to look at their complaint. Our Investigator thought AXA's decision was reasonable and so didn't recommend the complaint should be upheld.

Mr and Mrs R disagree and want an ombudsman 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.

AXA, like most if not all insurers, provides cover for specific insured perils. In other words, sudden unforeseen events such as storm, fire or flood.

And so it isn't unusual for AXA to exclude cover for damage caused by other means such as wear and tear or gradual deterioration of materials. AXA sets this out under its General Exclusions of the policy:

“We will not pay for any loss, damage, liability, cost or expense caused by:

*1. Gradual deterioration/maintenance*

*Wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your buildings and its contents.”*

And AXA sets out under the policy on page 4 the following condition:

*“Taking care of your property*

*You and your family must take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to safeguard all the property insured from loss or damage.*

*You must maintain your property in a good state of repair, as not doing so could invalidate your insurance. If we determine that your property hasn't been maintained to a good state of repair, we may refuse to pay any claims, and cancel your policy, giving you 21 days' written notice sent to the last known email address we have for you.”*

Mr and Mrs R made a claim under the Home Assistance part of their policy. This has a separate underwriter - and so the complaint Mr and Mrs R has raised about that is being

dealt with separately. But from that claim came Mr and Mrs R's claim against their home insurance policy and so there is an available report from the appointed contractor who carried out temporary repairs in January 2023.

We ask three questions when considering storm damage claims to help decide whether an insurer has acted reasonably - and in line with the policy. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- If so, is the damage being claimed for consistent with damage that a storm typically causes? and;
- Were storm conditions the main cause of the damage?

If the answer to all these questions is 'yes' then we think the claim is likely to succeed. But, if the answer to any of the above questions is 'no' - the claim for storm damage is unlikely to be covered.

AXA defines 'storm' as follows under the policy:

*"A period of violent weather defined as:*

*Wind speeds with gusts of at least 48 knots (55mph) which are the equivalent to Storm Force 10 on the Beaufort Scale.*

*Snow to a depth of at least one foot (30cms) in 24 hours.*

*Torrential rainfall at a rate of at least 25mm per hour.*

*Hail of such intensity that it causes damage to hard surfaces or breaks glass."*

AXA checked local weather reports for the time when the leak damage occurred and found no storm conditions had occurred.

So the answer to the first question is 'no'.

The roofing contractor's findings from January 2023 were that the roof was in very poor condition. And so while it's possible the answer to the second could be yes, the answer to the third question is 'no'.

So, taking into account all of the information available, I think AXA's decision to reject the claim was reasonable and in line with the policy. And Mr and Mrs R didn't hold accidental damage (AD) cover under their home insurance policy, so their claim for internal damage couldn't be considered for AD.

I understand Mr and Mrs R will be disappointed. But this means I'm not asking AXA to do any more.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 4 December 2023.

Geraldine Newbold  
**Ombudsman**