

## **The complaint**

Mr D complains that AXIS Speciality Europe SE declined a claim he made under his buildings insurance policy for roof damage and a water leak.

Reference to AXIS includes its agents and representatives.

## **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.

As the circumstances of this complaint aren't in dispute, I'll summarise my findings.

- Mr D owns a property that he rents to tenants. Following a water leak, he got in touch with AXIS to make a claim. It appointed a loss adjuster who inspected the problem.
- The loss adjuster said the area of damage was in need of maintenance and damp had occurred over a prolonged period of time, so the problem had been caused by wear and tear rather than a one-off storm. They also said the weather records didn't show storm conditions. So they declined the claim.
- Mr D didn't think this was fair and complained. He said the leak had occurred due to a loose roof tile, and not as a result of a lack of maintenance. He also said the roof damage may have occurred before the water damage was noticed, so weather conditions prior to that time were relevant too.
- AXIS didn't change its position. It said there was no evidence of storm damage to the roof, or storm conditions around that time, and the problem was wear and tear.
- Our investigator thought AXIS had acted fairly. She said the weather conditions didn't amount to a storm and the damage was indicative of wear and tear.
- The policy covers damage caused by storm. For a claim to be accepted, I'd usually expect to see evidence to show storm conditions at the relevant time – and that those conditions were the primary cause of the damage.
- I've checked the weather records around the date Mr D said the damage happened. I haven't seen any evidence of winds that amount to storm conditions. They peaked at 36mph in the preceding month, which I don't consider to be storm strength wind. A well maintained roof is unlikely to be damaged by this kind of weather.
- The opinion of the loss adjuster about the cause of damage has been supported by a thorough report with colour photographs and a clear explanation for how their opinion was reached. I haven't seen any other professional opinion that might challenge what the loss adjuster has said.

- There aren't any clear signs of typical storm damage to the roof. And the internal water damage appears to be widespread and longstanding. So I'm satisfied the available evidence supports the position AXIS has taken – that the damage has been caused by wear and tear and gradual deterioration, rather than a one off storm.
- As a result, I'm satisfied it was fair for AXIS to decline the claim.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 1 December 2023.

James Neville  
**Ombudsman**