

## The complaint

Ms N complains that AXA Insurance UK Plc unfairly declined her claim for escape of water on her landlord's insurance policy.

Ms N is represented on this complaint, for ease of reading I've referred to Ms N throughout.

## What happened

Ms N owns a house which is rented out to tenants. In December 2022 a water pipe in the loft of the house burst which caused an escape of water. The escape of water caused extensive damage to the house, so Ms N claimed on her policy with AXA.

AXA reviewed the claim and discovered the tenant had said the roof had gaps in it in May 2022. AXA thought this had contributed to the pipe freezing and bursting. Ms N didn't think this was fair and complained, she didn't agree the work being done to repair the roof when AXA visited was related to the claim.

AXA reviewed the complaint and didn't uphold it. It said the policy didn't provide cover for claims which arise from wear and tear and general maintenance. Ms N didn't think this was fair and brought her complaint here. She said the house wasn't in a poor state of repair and this was evident from the photos of the interior of the house.

Our Investigator reviewed the complaint and didn't recommend it be upheld. He found that AXA had reviewed the property and provided photos of the roof which showed there were gaps in it and that it wasn't felted either. The tenant had also said the condition of the roof had been noted several months before. So, the Investigator thought this supported AXA's position that the roof was in a poor state of repair and likely the cause of the burst pipe. Because of this he didn't find AXA had acted unreasonably by declining the claim.

Ms N didn't agree for similar reasons stated previously, so the complaint has come 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.

The terms and conditions of Ms N's policy say it doesn't cover:

### **"9. Gradual deterioration/maintenance**

Any loss or damage caused gradually or by 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 **landlord's contents**."

I've therefore considered whether AXA has applied this exclusion in a fair and reasonable way.

Ms N has explained that the roof had undergone repairs in March 2022 and thought the tenant may be mistaken about issues being identified in May 2022. She also didn't agree the house was in a poor state of repair and referred to the video the tenant had taken when the leak occurred. Ms N also explained the insurer had reviewed the damage around three months after the incident and as the scaffolding was already in place to repair the roof, that the tiles may have been moved by the roofers to exaggerate any gaps to facilitate repairs.

I've considered Ms N's comments along with the report AXA completed on Ms N's house. In doing so I'm not persuaded AXA has acted unreasonably in declining the claim. I say this because AXA has provided several photos and recordings to support its position. I've reviewed these and can see there are gaps in the roof which clearly show the roof isn't in a good state of repair. In addition, it appears the felt is also missing.

I understand Ms N's comments that this may have been caused by the roofers carrying out the repair. However, I also need to consider that the roof needs repairs which aren't related to the claim. And in doing so and taking into account the burst pipe was in the roof, I'm satisfied AXA has done enough to show the claim was most likely caused by the roof needing maintenance. As so it follows that I'm satisfied that it's most likely this resulted in the claim and is therefore excluded under the policy.

I know this will come as a disappointment to Ms N, but for the reasons explained above I'm not going to tell AXA to do anything else.

### **My final decision**

For the reasons explained above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 14 December 2023.

Alex Newman  
**Ombudsman**