

The complaint

Mr P complains AXA Insurance UK Plc unfairly declined his claim on his home insurance policy when the gable wall collapsed.

Mr P is represented in this complaint. For ease of reading, I've referred to Mr P throughout.

What happened

During the night in January 2023 the gable wall collapsed on Mr P's house. Because of this, Mr P claimed on his home insurance policy with AXA. Around a week later AXA attended Mr P's property to inspect the damage.

Mr P's house is constructed of cobb and brick. The cobb wall is behind a brick wall and water had been getting into the cobb wall causing damage over time. Because of this AXA declined the claim. It said timber in the wall had decayed and the damage had therefore occurred gradually and wasn't an insured event which the policy covered. Mr P didn't think this was fair and complained.

AXA reviewed the complaint and declined it. It said there hadn't been a one off event which the policy covered and also relied on an exclusion which said damage caused gradually wasn't covered. Mr P didn't think this was fair and referred his complaint here. He said it was a cold and frosty on the night the wall collapsed and thought the claim should be covered.

Our Investigator reviewed the complaint and didn't recommend it be upheld. He found AXA had reviewed the damage and there wasn't an insured event which was covered by the policy. He therefore thought AXA had acted fairly by saying the cause of the damage had occurred gradually. Mr P didn't agree and asked for an Ombudsman's decision, he said the collapse of the wall couldn't have been foreseen and therefore thought it should be covered.

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 Mr P's policy cover him for certain events but not everything. I've reviewed the terms and conditions of the policy and I'm satisfied AXA has acted fairly. I say this because there isn't an insured peril within the policy which would cover this event.

Even if I'm wrong, AXA has relied on a general exclusion which says:

“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 its contents.”

The engineer's report provided by AXA says the cause of damage is: “natural breakdown of materials”. I've also listened to the recordings the surveyor made and he says: “timber totally

decayed". The supporting photos also show the decayed timber and the cause of the damage AXA has explained is due to water getting into the cobb wall and causing damage to it.

I appreciate Mr P said there was no way of knowing the cobb wall was being damaged gradually over time, as it was behind a brick wall. But I'm not satisfied that means this particular claim is covered. I say this because I'm not satisfied the wall collapsing is an insured even which is covered by the policy. I'm therefore 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 Mr P to accept or reject my decision before 5 January 2024.

Alex Newman
Ombudsman