

The complaint

Mr M and Mrs P complain that AXA Insurance UK Plc (“AXA”) rejected a claim under their home insurance policy. When I mention AXA I also mean its suppliers and contractors.

What happened

Mr M and Mrs P have a home insurance policy covering their buildings.

In late November 2021, Mr M and Mrs P say that their home was damaged in a storm. The storm blew slates off the roof and rain entered the property causing damage inside a few rooms in the house.

AXA sent a surveyor to inspect the property in early December. He said he thought the damage to the house had been happening over a long period. He could see evidence of slates being out of place, pre-existing damage to the guttering and rot to external woodwork. Inside the house, he reported that there was heavy staining and paint damage consistent with water leaking into the property over a prolonged period of time.

AXA declined the claim because it said the building hadn’t been maintained. It referred to this part of its policy terms and conditions:

“General exclusions

These exclusions apply throughout your policy.

We will not pay for:

9 Gradual damage/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 its contents.”

AXA also noted that there had been strong winds in the area around the same time but it said this wasn’t the main cause of the damage, only that it had highlighted the pre-existing problem of a lack of maintenance.

Mr M and Mrs P were unhappy because they remembered being told that their claim would be covered. They remained unhappy and brought their complaint to this service. They ask that AXA settle their claim.

Our investigator looked into the complaint and didn’t uphold it. He said he thought AXA had acted reasonably in declining the claim. He said AXA’s report was clear that the claim was always very likely to have been declined and was written by an expert surveyor, so it could be relied on to be accurate in assessing the cause of the damage.

Mr M and Mrs P didn’t agree with the view. They asked that it was reviewed by an ombudsman, so it has been passed to me to make a final decision.

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.

Having done so, I'm not going to uphold it and I'll explain why.

I've looked carefully at the evidence I've been supplied. I can see from the file that the weather in the general area around the time the damage happened was poor, with strong gusting winds. I can understand why Mr M and Mrs P felt that the storm was the cause of the damage.

But AXA's report includes lots of information about how Mr M and Mrs P's house hadn't been maintained. In the report there are comments from Mr M and Mrs P's family that the roof had been replaced three years before, and annually maintained. I can see from the photos that there had been movement of several slates on the roof, and evidence of previous repairs. The general condition of the roof seems, in my view, poor and doesn't seem like it had been recently fitted or maintained. I can also see several areas where vegetation has grown on the roof and gutters, which would also indicate a general lack of maintenance.

Also included in the report is an anecdotal comment from a family member that water had been entering the property multiple times in the previous 3-6 months. Whilst this information isn't necessarily definitive, I find it very persuasive when I consider it alongside the photos of pre-existing water damage provided by AXA's surveyors.

I've also thought about Mr M and Mrs P's comment where they say they think were told their claim would be covered. AXA's report seems very decisive to me in that their claim was very likely to have been declined, so I can't agree with them that AXA have behaved unfairly here.

Mr M and Mrs P have also provided this service with further evidence about the roof. I've examined this evidence, which is from a roofing company, but it's not sufficient to change my mind. The photos provided seem to me to confirm the general condition of the roof being poor. I appreciate that the photos mention "high winds" and "storm damage", but they don't deal with the central issue here which is that the lack of maintenance of the building was the root cause of the damage, rather than the weather.

I appreciate this will come as a disappointment to Mr M and Mrs P, but I don't think AXA have acted unfairly in declining their claim, and I'm not going to uphold their complaint.

My final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs P to accept or reject my decision before 26 October 2022.

Richard Sowden
Ombudsman