

The complaint

Mr and Mrs A are complaining that they think AXA Insurance UK Plc unfairly declined a claim they made on their buildings insurance policy.

What happened

In July 2023 Mr and Mrs A contacted AXA to say part of the ceiling in their kitchen had come down and they wanted to claim for the damage against their buildings insurance policy. AXA arranged for a surveyor to inspect the roof, but they ultimately declined the claim. AXA said the surveyor report said water had come through the roof over time, causing the ceiling to collapse. It said there weren't any storm conditions around that time and it considered the damage had happened over time. And it said the policy didn't cover this. AXA said the internal damage may have been covered under accidental damage cover, but it said Mr and Mrs A didn't take out that level of cover.

Mr A didn't agree with AXA's decision. He said there had been a lot of wind and rain in the area and maintains the policy should have covered this. He also said bricks had been thrown onto his roof, which could have caused the damage. However, he said, even if the policy didn't cover the damage to the roof, it should cover the internal damage as it was building damage. Finally, he said AXA didn't tell him accidental damage cover included water damage and he says he would have taken this out had AXA told him this when he took out the policy.

AXA acknowledged it took longer than it should have done to respond to Mr and Mrs A's complaint and paid them £25 in compensation for that. But it maintained the policy didn't cover their claim.

The investigator didn't uphold this complaint. She said the policy covered loss or damage arising from a storm. But she said there wasn't anything to show that there had been storm conditions at the time. However, she said, even if there were, the policy didn't cover damage that happened over time. And she was persuaded by the inspection report that the damage to the roof had happened gradually.

The investigator also said Mr and Mrs A didn't take out accidental damage cover, so she thought it was fair for AXA to not cover the internal damage.

Mr and Mrs A didn't agree with the investigator's opinion and raised the following:

- The property is now completely uninhabitable due to the torrential rain. They said they can't afford to replace the roof and took out the insurance policy to protect them from situations like this. And they expected this Service to require AXA to cover at least some of the costs.
- The quote they obtained from an independent flat roof specialist confirmed that the damage was due to storm. They said that, just because there were no official storms at the time the claim was made, it doesn't mean that the damage had not occurred from a previous storm. And they highlighted there was a large storm in April 2023.
- They said the bricks on the roof may have actually been down to foul play. And they said

that there's no doubt they caused damage to the roof. So they queried why is it that this is not looked at independently of the storm claim.

- They maintained AXA didn't make it clear that accidental damage included damage arising from an escape of water.

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.

I've decided to not uphold this complaint and I'll now explain why.

I think there are two issues for me to decide here:

1. Was it fair for AXA to decline the claim; and
2. Did AXA give Mr and Mrs A enough information about the policy when they took it out for them to make an informed choice?

I shall deal with each point separately

Handling of the claim

No insurance policy covers each and every eventuality. The terms and conditions of the policy set out what AXA does and does not cover. In this case the terms of the insurance policy covers Mr and Mrs A for loss or damage arising from a storm. However, the terms of the policy also set out that it won't cover loss or damage that happens gradually – i.e. it's down to wear and tear. AXA believes the damage to the roof had occurred over time and wasn't down to a storm. It also says there wasn't a storm at the time, so the ceiling didn't collapse because of a storm.

In thinking about this, I've asked myself three questions:

1. Were there storm conditions as defined under the terms of the insurance policy?
2. Is the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

The terms of the policy define a storm as:

“A period of violent weather defined as:

- *Wind speeds with gusts of at least 48 knots (55mph)* or*
- *Torrential rainfall at a rate of at least 25mm per hour or*
- *Snow to a depth of at least one foot (30cms) in 24 hours or*
- *Hail of such intensity that it causes damage to hard surfaces or breaks glass.*

** Equivalent to storm force 10 on the Beaufort scale”.*

I've reviewed the weather conditions at the time and in the weeks preceding the incident and I'm not persuaded there was a storm. I do not dispute there had been periods of prolonged rain and winds at times, but I don't think I can reasonably say the weather conditions were such of the extent to be considered a storm. I note Mr and Mrs A's comments that there was a storm in April 2023, but that was around three months before the event.

However, even if I accepted there was a storm, I'm not persuaded AXA decision was unfair. I'm persuaded by the report AXA's surveyor has provided, together with the photos of the

roof, which shows the damage to the roof had been happening over a period of time.

Further to this, the surveyor has similarly concluded that the ceiling has collapsed due to *“rainwater ingress over a period of time”*. He said *“the asphalt roof is 10 to 15 years old, it has leaked in the past. It’s felt has been painted with aqua pol, there are cracks present and they have been painted to try resolve the issues. The asphalt roof has reached the end of its natural life, there are some bricks on the flat roof which have been in situ for time and there is no damage consistent with storm.”*

Mr and Mrs A’s have said their roof specialist said the roof was damaged by a storm. But I haven’t seen anything to show why he came to the conclusion he did, however, I’ve found AXA’s surveyor’s report to be more detailed with a clear explanation why he’s come to the conclusion he did. So I’ve found this report to be more persuasive. So I can’t say it was unreasonable for AXA to conclude that the damage to the roof has occurred over time.

It was ultimately the surveyor’s opinion that rainwater has come through the ceiling over a period of time which has weakened the ceiling causing it to collapse. He’s said a storm didn’t cause the damage and I can’t say that’s unreasonable.

In certain circumstances, damage such as what Mr and Mrs A have experienced may be covered under accidental damage. But accidental damage is an optional cover and Mr and Mrs A chose to not take it out. So it wasn’t unreasonable for AXA to say the policy doesn’t cover the damage.

Mr and Mrs A have also suggested that the damage was caused by bricks being thrown onto the roof and they suggest this would be covered under malicious damage. But I can see the surveyor considered this and I haven’t seen anything to show these bricks are the cause of the damage.

Were Mr and Mrs A given enough information to make an informed choice?

I’ve reviewed the online journey and I can see AXA gave Mr and Mrs A a choice about whether they wanted to take out accidental damage cover on their buildings and contents insurance policy. I acknowledge they’re unhappy AXA didn’t say this also referred to water damage claims. But, I would have expected AXA to have given a brief summary of what the policy extension does and doesn’t cover. In this case it said the following:

“This covers mishaps caused by you or your family resulting in unforeseen damage to your property, e.g. putting your foot through the ceiling or drilling through a pipe.

Buildings accidental damage will cover for damage to the structure of your property, permanent fixtures, fitted kitchens and bathrooms. Poor workmanship and any damage that happens gradually over time are usually not covered. Levels of cover varies by provider, please check the provider’s documentation before you buy.”

It wouldn’t be practical for an insurer to explain the entirety of what a policy does and doesn’t cover in an online application. Instead, as I said, I would expect the insurer to give a brief summary of what the policy covers and explain what a consumer can do to understand more about what the policy covers should they want to do so. I think AXA has done that in this case. It’s given a brief overview of what accidental damage covers and directed Mr and Mrs A to check the policy documentation before they buy the policy. While I do understand Mr and Mrs A’s comments in this regard, I can’t say AXA has acted unreasonably in the way it explained what accidental damage cover provided. And it was ultimately Mr and Mrs A’s decision to not take this cover.

Summary

So, while I naturally sympathise with the situation Mr and Mrs A have found themselves in, I can't say it was unreasonable for AXA to say the terms of the insurance policy didn't cover the damage.

Finally, AXA has recognised it caused a delay in handling their complaint. But it apologised to Mr and Mrs A for this and paid them £25 in compensation for the. I think it's taken fair steps to put things right.

My final decision

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 13 June 2024.

Guy Mitchell

Ombudsman