

complaint

Mr D complains that AXA Insurance UK Plc has declined parts of his home insurance claim for theft.

background

Mr D's house was burgled in January 2018 so he made a claim to AXA under his home insurance policy for both theft of contents and damage to his home. The thieves gained access by breaking down a side door. AXA accepted and settled the stolen contents claim.

Mr D said to AXA that the burglars had caused damage to his home at the time of the theft. AXA appointed an expert to validate this aspect of Mr D's claim. Specifically Mr D said:

- One of the kitchen floor tiles was cracked and he feared the underfloor heating had also been damaged.
- There were marks on the walls behind the side door, on the stair walls and scuffed paint on the woodwork.
- A rainwater down pipe had also been damaged and water had penetrated the kitchen ceiling.

Besides accepting the claim for the damaged exterior side door, AXA declined to accept the other areas of damage Mr D had said had been caused during the theft.

It said the damage to the downpipe/guttering didn't appear consistent with the burglary claim. It said it couldn't see why the thieves would've been on the roof when they gained access to the property through the side door. It said there was water staining to the kitchen ceiling but felt this was historic and couldn't have been caused by the theft. It said there was no evidence anyone had been on the roof above the kitchen.

It said the cracked kitchen floor tile didn't appear to have been damaged recently because the dirt in the crack suggested it'd been there for some time. It said the tiles moved when walked on so it was possible the crack occurred because they hadn't been laid correctly. It said the marks on the walls and scuffs to the paintwork appeared to be the result of general wear and tear rather than caused during the burglary.

Mr D complained to AXA. AXA investigated his complaint but didn't think its decision had been wrong. Mr D brought his complaint to this service. He said to our investigator that he didn't think AXA had listened to him. He said AXA's claims validator didn't visit until 4 weeks after the burglary and it was possible with children, a dog and general use that dust could've accumulated in the cracked tile. He said that by the time of the visit he'd sorted out the leak to the kitchen ceiling. He said his extension was brand new and his house was well maintained. He also said the rainwater pipe had been snapped off by the thieves. It was this that led to the water getting in.

Our investigator looked into Mr D's complaint but didn't recommend that it was upheld. She didn't think that AXA had unreasonably declined the claim. Unhappy with our investigator's conclusions Mr D asked for his complaint to be referred for an ombudsman's decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Although I appreciate that it will come as a disappointment to Mr D, I don't think his complaint should be upheld. I'll explain why.

Not all damage a home sustains is covered by a home insurance policy. Only the damage that is the result of an insured event (peril) – such as fire, theft, flood etc. – is covered. It is the policyholder's responsibility to prove the claim is valid. If he can do so then the insurer must accept the claim unless it is able to rely on one of the exclusion clauses in the policy.

In Mr D's case, AXA didn't think the damage Mr D was claiming for was consistent with what it expected to see as a result of a theft. Having reviewed all the evidence in this complaint I think AXA's conclusion was reasonable.

I've read the report its claims validator prepared and I've seen the photographs. I can see that Mr D's kitchen extension is relatively new and that his house is well maintained. But I can't ignore the evidence in AXA's report. There is no evidence that the thieves were on the roof and damaged the rainwater pipe. I can't see, having gained access through the side door, why they would have ventured onto the roof. So I don't think AXA has unfairly declined this aspect of Mr D's claim or the water staining to the kitchen ceiling. AXA's expert thought that wasn't recent damage. At the point he inspected, the rainwater pipe still hadn't been fixed and it was actually raining, yet no water was getting in. So I can't say that AXA unreasonably reached the conclusion that these elements of damage weren't a result of the theft.

Having reviewed the photographs, I agree with AXA that it's likely the marks on the walls and paintwork are the result of general wear and tear. Similarly I've looked at the photographs of the cracked floor tile and, having done so, I can't say that AXA unfairly concluded that the damage to the tile wasn't recent.

I know that Mr D thinks that AXA didn't listen to him but I'm unable to agree. I can see from its file and the way it responded to all aspects of his complaint that it did. In reaching my decision I've given thorough consideration to the points Mr D made in response to the report and which he sent our investigator. Unfortunately for Mr D they haven't persuaded me that AXA has unfairly declined these parts of this theft claim or that I should be upholding this complaint.

my final decision

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 D to accept or reject my decision before 6 September 2018.

Claire Woollerson
ombudsman