

complaint

Mr L and Mrs V complain that AXA Insurance UK Plc unfairly declined their claim for damage to their shed.

background

Mr L said that severe storm winds blew in the gable end of his shed and the roof collapsed. He said the main structure of the shed was sound and the roof was in good condition.

AXA's loss adjusters reported that the damage was as a result of wear and tear rather than the weather conditions, and declined the claim. Mr L got two builders to report on the damage and they said that wear and tear wasn't sufficient to have caused the damage. Mr L said that AXA had declined his claim unfairly.

The adjudicator said that AXA's decision to reject the claim was fair as there was evidence that the damage was due to wear and tear and this is excluded under Mr L and Mrs V's policy. He said from what he'd seen the shed had reached the end of its life and it was this rather than any adverse weather conditions that had caused the problem.

Mr L and Mrs V disagreed and requested an ombudsman review their complaint. Mr L said there had also been storm damage to nearby buildings. He sent in photos of the shed which he said showed that wear and tear wasn't the main cause. He said his builders had confirmed that the shed would still be intact had it not been hit by a severe gust of wind.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've looked at the reports on the damaged shed. AXA's expert report states:

'there is a lack of maintenance, woodworm throughout the whole structure, joists, purlins and tile battens have rotted away and or deteriorated, so that the structure has collapsed from the wall fixings. Some of the main parts of the roof have long term cracks due to previous collapsing of the structure.'

Mr L's builders also reported on the damage, saying that although there was evidence of rot and woodworm, wind was the predominant cause of the damage.

I agree with the adjudicator that the loss adjusters' surveyor provides the more persuasive report. This describes the wear and tear the shed had suffered from and the contribution this made to its collapse. From this I feel that the condition of the shed, rather than the weather conditions was the overriding cause of the damage. This means that in my view AXA has acted in line with the policy in using the general exclusion for wear and tear to decline the claim.

I can see Mr L's strength of feeling about this, and I have no doubt there were strong winds, but the expert evidence points to the damage being due to wear and tear, rather than the weather conditions. It follows that I don't think AXA has acted unfairly in declining the claim.

my final decision

For the reason I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs V to accept or reject my decision before 6 June 2016.

Andrew Fraser
ombudsman