

## **The complaint**

Ms S complains about AXA Insurance UK Plc has unfairly declined her buildings insurance claim.

All references to AXA also include its appointed agents.

## **What happened**

Below is intended to be a summary of the key events that form this complaint. It does not therefore include a full timeline or list every point that has been made.

- In January 2024, Ms S's tenant vacated her rental property. On inspection, Ms S said she noticed water ingress related damage to windows and walls in two rooms within the property.
- Ms S contacted AXA to make a claim on her policy.
- AXA sent someone to inspect the property in February 2024. In its report AXA noted from its inspection the window's timber frames were rotting and decayed. It also noted this had caused water ingress to the walls, staining and mould.
- AXA declined the claim as it said the damage had happened due to a gradually operating cause, which is excluded under the terms of the policy.
- Ms S disagreed the damage had happened gradually and raised a complaint with AXA.
- In its final response, AXA maintained its reasons for declining the claim. It did however acknowledge it caused a delay at the start of the claim due to not reviewing correspondence in a timely manner. It offered Ms S £25 compensation in recognition of this.
- Ms S wasn't satisfied with AXA's response, so she brought her complaint to our service. She said her property management company had kept the windows and external materials around them in a good state of repair. She has provided letters from her property management company which she says supports this.
- In addition, Ms S provided a copy of an inspection of the external condition of the builder by a surveyor from around July 2023 which did not identify the need for repairs to the windows or surrounding materials.

## *Our investigator's view*

Our investigator didn't recommend the complaint be upheld. He didn't think the damage had been caused by a one-off event and was more persuaded by what AXA had said, that the damage had happened gradually. Because of this, he said AXA hadn't acted unfairly in applying the exclusion to decline the claim.

Ms S didn't agree with our investigator's view. She provided further points for consideration, which I can confirm I have seen and considered. I've summarised the key points below.

- She didn't think the exclusion had been applied fairly. Ms S said AXA needed to prove that she had been aware of the damage happening gradually – and hadn't done so.
- Ms S said she had complied with all obligations required of her, such as in her lease and rental agreement. She also pointed to the external survey of the property, and its condition, in July 2023.
- She said AXA's representative, that visited the property in February 2023, was underqualified and still in training. She said she has requested a copy of AXA's report but hasn't been provided with it.
- Ms S has pointed to other areas of the policy which she believes demonstrates her claim is valid. She has also highlighted having works carried out to prevent further increased risk of loss.

The complaint has now passed to me to decide.

### **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 understand Ms S feels strongly about what's happened. She's provided detailed submissions to support her complaint and I want to assure her I've thought about everything she's said carefully.

However, in delivering my findings, my role as an ombudsman is to decide how a complaint should be resolved, quickly and informally based on the facts of the case. So, my decision focusses on what I consider to be the central issues to this complaint. No discourtesy is intended here - or disregard to what Ms S has said. So, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. This simply reflects the informal nature of our service and my role in it.

Having done so, I'm not upholding the complaint. I understand this will be disappointing, but I'll explain why.

Ms S holds an 'all-risks' policy which means this covers all risks of damage, unless an exclusion applies.

AXA said the damage has happened gradually. The policy has an exclusion which sets out it won't cover any loss, damage, cost, or expense caused by gradual deterioration or wear and tear.

From reviewing all information provided, I'm more persuaded the damage has happened gradually as AXA said. AXA's report shows several photos of both inside and outside of the property. In photos of the window area taken inside the property you can see clear signs of rot and decay to the timber frames as described. Rot and decay by nature is gradual and isn't something that happens suddenly.

While I've considered the survey Ms S provided from July 2023, and the letters from the property management company, it's possible this damage could've happened in the timeframe between July 2023 and January 2024. I also consider the survey and letters provided by Ms S only show or comment on the condition of the property externally and its possible this damage might not have been visible externally.

However, having reviewed the internal photos you can see clear deterioration and damage to window frames and the damage caused to the walls through water ingress and mould. This is in a clearly visible place so I'm satisfied Ms S, or her tenant, would have been reasonably aware of this.

Ms S has raised concerns about the qualifications of the representative AXA sent to inspect the property. I've not seen anything that persuades me the individual was not suitably qualified or insufficiently supervised, nor have I seen any evidence that persuades me AXA's conclusion is obviously wrong. However, I will add AXA referred the matter to two senior individuals to review, who maintained its decision to decline the claim and its reasoning. So, I think it acted reasonably here.

I have no doubt Ms S is conscientious about fulfilling the duties and obligations she has spoken about. However, my decision isn't a comment on this. My role here is to decide whether AXA have acted fairly in applying the exclusion it has to decline claim. And having considered all of the information available I'm satisfied it has.

I considered Ms S's points about other sections of the policy. However, for the reasons I've given above, I think AXA has acted reasonably in declining the claim. So therefore, I offer no further comment here.

AXA acknowledge it caused a slight delay at the start of the claim due to not reviewing correspondence in a timely manner. However, having considered this and the impact this caused, I feel the £25 compensation offered by AXA fairly reflects the inconvenience caused to Ms S here.

### **My final decision**

My final decision is that I do not uphold Ms S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 28 November 2024.

Michael Baronti  
**Ombudsman**