

The complaint

Ms K has complained that AXA Insurance UK Plc trading as Swiftcover (AXA) unfairly declined a claim under a home insurance policy.

What happened

Ms K contacted AXA to make a claim when the curtain pole came down when she drew the curtains. AXA considered the claim and declined it. It said the damage wasn't consistent with policy cover.

When Ms K complained, AXA maintained its decision to decline the claim. It said it had been suggested that the issue might have been caused by adverse weather or there could be an issue with fastenings or the plaster. It said for the damage to be caused by weather, there would need to be a one-off storm event. However, the weather conditions leading up to the incident didn't meet the storm definition. If the damage was due to issues with fastenings or the plaster, this wouldn't be covered because a natural breakdown of materials was classed as wear and tear. This was a general exclusion under the policy.

Ms K complained to this Service. Our Investigator didn't uphold the complaint. He said Ms K had explained that there had been many periods of severe weather since she had bought the property, none of which had caused the damage. He said this supported that the damage wasn't caused by a one-off storm. Ms K also didn't have accidental damage cover. So, a claim couldn't be considered under that part of the policy. He said Ms K hadn't shown the damage was the result of an insured event. He also couldn't rule out that the plaster had weakened over time when the curtains were used. This would be considered wear and tear and wasn't covered by the policy. He said AXA had acted fairly.

As Ms K didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

I've considered all the evidence provided and am aware of all the points raised. I've focussed my decision on what I consider are the key issues in order to make a fair and reasonable decision.

When a policyholder makes a claim, it is for them to show the damage has been caused by an insured event. The insured events are described in the policy documents. So, I've looked at whether it was fair for AXA to decide the claim wasn't for damage caused by an insured event.

Ms K said her curtain pole came down when she drew the curtains. AXA considered whether the cause might be a storm. It checked weather conditions around the time of the incident

and didn't find any that indicated there had been a storm. I'm aware Ms K has also said that it hadn't been suggested the cause was a storm. She also said there had been many periods of severe weather while she had owned the property and they hadn't caused the damage. So, I'm satisfied it was reasonable for AXA not to cover the claim under the storm part of the policy.

I'm aware Ms K has said the damage wasn't caused accidentally or deliberately and wasn't vandalism. She also said it had happened suddenly. It's my understanding that Ms K thinks the plaster might be the issue. I've checked the policy schedule and this showed Ms K didn't have accidental damage cover. So, the claim couldn't be considered under this part of the policy. I've also looked at each of the other events insured by the policy, such as flood, water leaks, theft. From what I can see, none of the insured events in the policy cover the circumstances Ms K described. So, I think it was fair for AXA to decline the claim.

I'm aware Ms K holds strong views about her claim and complaint. But, based on everything I've seen, I don't uphold this complaint or require AXA to do anything further in relation to it. I think it was reasonable for AXA to decline the claim on the basis it hadn't been shown that the damage was the result of an insured event.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 8 January 2025.

Louise O'Sullivan
Ombudsman