

The complaint

B, a property company, complains about AXA Insurance UK Plc's decision to decline a claim for roof repairs made under B's landlords insurance policy.

What happened

B has a commercial landlord's policy underwritten by AXA which covers a property B owns and rents out.

B made a claim in January 2024 after they discovered damage to the roof and the inside of the property after a storm.

AXA accepted the claim and paid for repairs to the inside of the property. However, they declined the claim for the roof on the basis that the damage was caused by wear and tear rather than by the storm.

B weren't happy with this and made a complaint to AXA. And when AXA maintained their position, B brought their complaint to us.

Our investigator looked into I and didn't think AXA had done anything wrong.

B disagreed and asked for a final decision from an ombudsman.

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.

There's no dispute here about what the policy covers. AXA will cover damage or loss caused by storms. They will not cover damage or loss caused by wear and tear or which occurs gradually.

There's also no dispute now that there were storm conditions just before B made the claim, with strong winds affecting the area.

The key question for me then becomes whether the storm most likely caused the damage to an otherwise sound roof or whether the storm simply served to highlight existing issues with the roof which had not been addressed by B.

The underlying principle here is that insurance is not a means to maintain a property - or to replace or repair things that have worn out, gone beyond their shelf-life or deteriorated over time.

When considering B's claim, AXA accessed images of the property on Google Maps, from March 2023 – several months before the storm. And they took into account the quotation and invoice provided by the roofing company which had repaired the roof – at a cost of around £6,000.

I've looked at the same images from March 2023 – before the storm. The roof is clearly in a state of fairly advanced disrepair.

There are tiles missing and tiles sitting at an angle. The roof as a whole is uneven. There's mortar clearly missing from the ridge tiles and gaps appearing in the ridge. The fascias and soffits appear old and worn. One of the fascias appears broken off at one end and doesn't meet the adjoining board. And there's ivy growing up under the fascias over the bedroom window.

So, I don't think it was unreasonable or unfair for AXA to conclude – without necessarily having to send someone to inspect the property – that the storm simply highlighted existing problems and issues with the roof that had arisen gradually over time due to wear and tear.

I also note that some of the work included in the roofer's invoice appear on the face of it to be unlikely to be unrelated to any damage caused by a one-off storm. They include, for example, new insulation to the loft space, as well as replacement of the fascias, soffits and guttering.

In summary, I'm satisfied AXA did nothing wrong in declining the claim for the roof repairs. Those repairs were clearly necessary before the storm and the damage was clearly the result of wear and tear over a long period of time.

My final decision

For the reasons set out above, I don't uphold B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask B to accept or reject my decision before 29 November 2024.

Neil Marshall
Ombudsman