

## **The complaint**

Mr S complains AXA Insurance UK Plc (“AXA”) unfairly declined his claim on his property insurance policy for storm damage.

All references to AXA include its agents.

## **What happened**

Mr S renewed his property insurance policy around February 2024. In December 2024, Mr S contacted AXA to report damage to his property due to a storm. He said the storm had caused his boundary wall to fall down onto a public highway.

AXA hasn’t disputed that a storm occurred. But after it arranged for a loss adjuster to visit Mr S’s property, it declined his claim as it considered there was existing, gradual damage to the wall. It said the wall showed signs of age-related issues with some vegetation and roots growing between the brickwork. AXA said the wall and the panels had been in a poor state of repair for some time and it provided photos it had obtained online from 2019 and 2023 which showed the wall covered in ivy and other shrubbery. So it didn’t think the dominant cause of the damage was the storm and it declined Mr S’s claim.

Mr S didn’t agree AXA had declined the claim fairly so he made a complaint. AXA issued its final response letter around January 2025 maintaining its decision to decline the claim. As the complaint wasn’t resolved at that stage, Mr S asked our service to look into things. He provided photos of the damage together with the photos AXA had relied on.

Our Investigator didn’t uphold Mr S’s complaint. She thought it was more likely the damage was caused by age related issues rather than storm conditions so she didn’t think AXA had done anything wrong in declining the claim. Mr S didn’t agree. He highlighted that there had been other recent storms in 2022 which didn’t cause damage. And he said the wall had been periodically maintained, he’d repointed it previously and replaced the wooden panels. As the complaint wasn’t resolved at that time, it was passed to me to reach a decision on.

## **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 know Mr S will be disappointed but I’m not upholding this complaint for broadly the same reasons as our Investigator. I understand this claim has affected Mr S a great deal emotionally so I thank him for providing the information he has to support his complaint.

Mr S’s claim is for storm damage. He says the boundary wall was damaged during a storm in December 2024. AXA seems to accept there were storm conditions on that particular day. So the key question for me to consider is whether the storm was the main cause of the damage in this case. And based on everything I’ve seen, I’m not satisfied it was.

AXA's loss adjuster report found there were signs of age-related issues – including vegetation and roots growing in between the brickwork. It said the storm had just highlighted existing problems rather than causing them.

The loss adjuster provided pictures of the wall which it had found online from 2019 and 2023. In the earliest picture, I can see ivy growing all over the wall and in the more recent picture, I can see several of the fence panels which sit at the top of the wall were missing. I can also see from the photos Mr S has provided of the wall after it had fallen down, there are gaps in the mortar between the bricks and some vegetation growing through different areas of the wall. Taken together, these photos suggest to me there were existing problems with the wall. I accept the storm may have made the damage to the wall worse – but I don't think this means it wasn't subject to gradual deterioration prior to the storm.

I understand Mr S has highlighted there were storms in 2022 which didn't cause the wall to fall down. So he thinks it must've been in a good enough condition before the storm in 2024. But that was some time before this storm and gradual damage is something that happens over time. So this information doesn't make a difference to the outcome of this complaint.

Mr S has also explained he made repairs to the wall before the storm – and I can see from the pictures he's given us it looks like wooden panels have been replaced. But the only evidence I've got of what state of repair the wall was in at the time of the claim are the photos provided. And it's in those photos that I can see vegetation between the brickwork which may impact the structure. So whilst I accept Mr S had made some repairs before the damage occurred, I'm not satisfied the boundary wall was free from existing damage at the time of the claim. And I don't think AXA has acted unreasonably in finding the main or dominant cause of the damage to the wall was gradual deterioration.

Mr S's policy has exclusions and limitations to the cover provided. And under the general exclusions of the policy, the terms say it doesn't cover damage caused gradually or by wear and tear. So I consider AXA has declined the claim in line with the terms of the policy.

### **My final decision**

For the reasons given above, it is my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 July 2025.

Nadya Neve  
**Ombudsman**