

The complaint

Mr N complains about AXA Insurance Plc's handling of his buildings insurance claim.

All references to AXA also include its appointed agents.

What happened

Below is intended to be a summary of what happened and does not therefore include a full timeline or list every point that has been made.

- Mr N owns a property which he lets to tenants.
- Mr N says his previous tenants vacated the property unexpectedly in July 2024 and was unable to contact them.
- When Mr N attended the property, he said it was in appalling mess, with rubbish and possessions everywhere, filthy carpets and the kitchen was dirty with cupboard drawers missing.
- Mr N made a claim to AXA, but it has declined the claim. AXA said the damage was not caused maliciously but due to the lack of care of Mr N's tenant.
- Mr N did not agree with this, he said the tenants intended to damage the kitchen by taking out the cupboard drawers and not keeping the house in an acceptable state.
- Mr N says he has incurred costs of around £7,000 to reinstate the property. He feels this was a clear case of malicious damage and feels the insurer should repay the reinstatement costs. He also said he has incurred loss of rental income due to not being able to rent the property out.
- In its final response letter of February 2025, AXA reiterated it didn't believe the damage was malicious and so reiterated its decision to decline the claim.
- Mr N was dissatisfied with this, so brought his complaint to our service.

Our investigator's view

Our investigator didn't recommend the complaint be upheld.

She said having reviewed all available evidence, including photos, she wasn't persuaded the damage had been caused with the intention to do harm to the property, therefore it wasn't malicious. She said the damage was due to the tenant's lack of care towards the property.

Because of this she felt AXA had acted reasonably in declining the claim, and as there was no valid claim, it didn't need to consider any payment for loss of rent.

Mr N didn't agree with our investigator's view of the complaint. He reiterated that he believed the tenant had wilful intent in damaging the property. In pulling out the cupboard drawers.

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 N feels strongly about what's happened and I want to assure him that I've considered everything he's said very carefully. However, my role as an ombudsman is to decide how a complaint should be resolved, quickly and informally.

That means I will focus my investigation and decision on what I consider the crux of the issue to be. I don't intend to comment on everything Mr N has said or asked, unless I consider it relevant to the decision I need to make. But I can confirm I have thoroughly read and considered all the evidence presented by both parties

Having done so, I do not uphold the complaint. I'll explain why:

- Malicious damage isn't defined in the policy, so I've applied the everyday meaning which is the intention of an individual to do harm, in this case, to the property. Having reviewed matters, I'm not satisfied the damage can be classed as malicious.
- I've reviewed the information available, including the photos Mr N has sent of the property. It's clear the property hasn't been looked after. There were piles of items in boxes and general rubbish deposited around the property and it is clear the person who lived there hasn't treated the property respectfully or with care. However, I've not seen any evidence that persuades me any of the issues have been done maliciously.
- I can see one of the photos shows the kitchen, which dirty and full of dishes and other items on the worktops. The cupboard area under the sink has no door, but I can't see any evidence that persuades me it was removed maliciously – the general state of the property is consistent with someone who just hasn't looked after it, not damage that has been done with an intent to harm it
- I appreciate the position Mr N has found himself in. And I'm sorry to learn of the experience he had with his tenant. I sympathise with what Mr N has explained about the costs he has incurred with works, the issues he said he had to rectify and the subsequent loss of rental income. But I'm not persuaded AXA have acted unfairly in declining the claim for the reasons it has.
- I've also thought about whether the damage would be covered under accidental damage. The policy defines accidental damage as caused suddenly and unexpectedly by an outside force.
- But having considered everything, I don't think the issues here have occurred suddenly. Again, while the property was left in a messy and dirty state, I'm not persuaded this meets the policy definition of accidental damage.
- The policy sets out it will pay loss of rent in the event damage caused to the property by one of the causes it has listed under what is covered, renders it uninhabitable. But as I'm not persuaded AXA have acted unfairly in declining the claim, I don't think a valid loss of rent claim exists here.

My final decision

My final decision is that I do not uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 22 October 2025.

Michael Baronti
Ombudsman