

## **The complaint**

Mr G complains that AXA Insurance UK Plc declined cover for a claim on his home buildings insurance policy.

Where I refer to AXA Insurance UK Plc, this includes its agents and claims handlers acting on its behalf.

## **What happened**

Mr G made a claim on his insurance after noticing damage to his property in 2019. AXA considered the claim and investigated whether the damage was due to subsidence, but concluded that it wasn't and declined the claim.

Mr G complained about the decision. When he referred that complaint to this Service, our investigator said the investigations showed the damage was not due to subsidence, but Mr G had put forward other possible causes, which had not been investigated. She recommended that AXA arrange further investigations into this.

Both Mr G and AXA accepted the recommendation. AXA arranged for further investigations and Mr G instructed a structural engineer to prepare a report.

After considering the claim further, AXA again declined cover. It said:

- There were visible signs of wear and tear to the property and maintenance issues to the roof and external elevations, including pitting to walls and cracking around windows.
- The damage had been caused over a period of time and was due to a gradually operating cause, not a one-off insured event.

Mr G disagreed and said, based on his expert evidence, the damage should be covered. He referred a fresh complaint to us about this.

Our investigator reviewed the further evidence from both sides and said Mr G hadn't shown the damage was caused by an insured event. She said AXA's decision not to provide cover was fair.

Mr G disagrees and has requested an ombudsman's decision.

## **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.

This matter has been ongoing for some time, and we have received extensive comments and documents from the parties. I won't comment in detail on every single point that has been raised and will focus on the key points that are relevant to the outcome I've reached.

This is in line with our role, which is to provide an impartial review, quickly and with minimal formality. I use my judgement to decide what's fair, based on the main crux of a case.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim and not unreasonably reject a claim.

Mr G has said the damage was caused by a single event of torrential rain. The policy includes cover for storm damage, but not damage that's caused gradually by wear and tear or a failure to fix a known issue.

AXA said the damage was gradual, due to wear and tear, rather than storm damage. Having considered the evidence carefully, I think that was a reasonable conclusion for AXA to reach, for the following reasons:

- It's for a policyholder to show they have a valid claim. To be covered under storm damage, Mr G needs to show:
  - there were storm conditions at the time of the damage;
  - the damage is consistent with damage a storm typically causes; and
  - the storm was the main cause of the damage.
- The expert evidence appears to agree the damage was likely due to water getting into the wall at some point between April and July 2019 but it doesn't confirm there was storm damage.
- The policy defines a storm as "*A period of violent weather with wind speeds of at least 55mph, or rainfall of at least 25mm per hour, or snowfall of at least 30cm in 24 hours, or hail of such intensity that it damages hard surfaces or breaks glass*".
- AXA has referred to weather reports from the time and said the conditions didn't amount to a storm.
- Mr G has referred to a period in April 2019 when there was torrential rain. Heavy rain in itself isn't an insured peril and wouldn't generally be enough to amount to a storm. To meet the policy definition, there would have to be evidence of rainfall of at least 25mm per hour and the weather reports from the time do not show this level of rainfall. Based on these weather records, I don't think there is enough evidence to show there was a storm at the location of the property that caused the damage.
- AXA's expert evidence said there was deterioration to the property and movement observed to two external elevation walls. On that basis, the report concluded the cause of this loss to have been gradual operating, as a result of water penetrating over a period of time. The report said damage and movement to the south facing roof slates may also have allowed water to penetrate behind the external elevation walls in question.
- Mr G obtained his own report, which concluded that water could only have entered "*if it soaked through due to an extreme event, which could be interpreted as severe driving rain, then frost damage, or if over saturated, and quickly drying out due to heat forming cracking and then being soaked again by rain. The time scales appear to fit in with 2019 being one of the hottest on record.*"
- Even this report indicates the damage would have happened over a period – most likely through quick drying out (due to the hot weather that year) causing cracking, and then being soaked again by further rain.
- The expert evidence also refers to issues with lateral restraint at the property and lateral movement, with a lack of bonding causing the wall integrity to fail.

- The experts agree the damage was due to water getting into the property. Even with very heavy rain, water wouldn't usually enter a property that's in sound condition and the evidence indicates the issues already present led to the water being able to penetrate over a period of time.
- As there isn't evidence of a storm event, and as Mr G doesn't have accidental damage cover, I think AXA's claim decision to decline the claim for the external damage and water ingress under the storm peril was fair.
- Mr G raised other possible causes, including an earthquake that happened in 2019, the presence of bamboo at the property, and a flood.
- AXA's expert said the policy didn't cover damage caused by an earthquake but that's not correct. However, Mr G hasn't provided any persuasive evidence showing an earthquake event caused the damage.
- The "flood" peril is defined in Mr G's policy as a "*Sudden release or rapid build-up of water from outside the Home or Outbuildings entering into the Home or Outbuildings*". I don't think the evidence shows there was a single flood event that caused the damage.
- Even if the damage was caused by bamboo (and there's no clear evidence that it was) that would have been something that happened gradually and gradual damage isn't covered by the policy.
- The expert advice was that the location of the damage wasn't consistent with these other perils, where they would expect the majority of the damage to be at ground level.

I appreciate there was extensive damage and the implications of this for Mr G but, for the reasons set out above, I don't consider he has shown there were storm conditions or that the damage was caused by a storm. I'm not persuaded the damage was due to an insured peril and on this basis AXA's decision was fair.

### **My final decision**

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 15 September 2025.

Peter Whiteley  
**Ombudsman**