

The complaint

Mrs C complains about AXA Insurance UK Plc's decision to decline a claim made under her landlord insurance policy after a tenant damaged the roof of her property.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here focussing on the key issues as I see them.

Mrs C has landlord insurance underwritten by AXA to cover a property she owns and rents out.

When she was re-mortgaging the property in 2024, Mrs C found out the tenant had caused serious damage to the roof of the property.

In short, in order to convert the loft into living space, he'd altered the roof trusses, removing the central bracing members. This, of course, made the roof structurally unstable.

Mrs C paid over £20,000 to have repair works carried out. She also renewed her mortgage at a higher interest rate than she'd have been able to get if the roof hadn't been damaged.

She made a claim to AXA, requesting that they pay for the roof repairs and pay for her additional mortgage costs.

AXA declined the claim, saying that there was no insured event. And they maintained that position when Mrs C complained to them.

So, Mrs C brought her complaint to us. It's her view that the damage caused by her tenant was malicious and so should be covered under the terms of the policy.

Our investigator looked into it and didn't think AXA had done anything wrong. She thought the damage to the roof wasn't malicious and so wasn't covered.

Mrs C 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.

The policy terms define the insured events that AXA are willing to cover (in return for the policyholder's payment of their premium). It's not disputed in this case that the none of the other defined insured events would cover the damage caused to Mrs C's property.

I note that AXA offer additional optional cover for accidental damage. Looking at the policy terms the definition of accidental damage is quite wide.

I make no comment on whether the damage to the roof might have been covered under

accidental damage, because Mrs C chose not to opt for this cover when she took out the policy.

So, in brief, Mrs C would be covered – and should have her claim paid by AXA – *if* the damage was malicious. If not, then AXA are entitled to decline the claim.

There's no definition in the policy of the word "*malicious*" or the term "*malicious damage*". The policy terms simply say AXA will cover malicious damage caused by tenants, as long as certain conditions are met.

That means we need to look at the everyday or commonly accepted meaning of the word.

Common definitions usually refer to something as being malicious when it is intended to do harm (usually to another person). Malicious damage to property is usually defined as involving a specific intent to cause harm (or destruction or disruption).

So, usually a malicious act is one which is simply intended to cause damage or harm and is carried out specifically for that purpose.

The example we most often see in property insurance is where tenants are evicted and decide to trash the property before they have to leave. That's simply vandalism, with no intention other than to damage the property of the landlord.

In this case, it appears to be accepted by all parties that the tenant had a different purpose when he altered the roof trusses. He was creating more living space within the property, for whatever reason.

It would be difficult then to maintain that the tenant's purpose was specifically to damage the property and/or that he was acting maliciously.

I think we'd all agree that the tenant's actions were thoughtless and ill-advised (to say the least) - and that they had potentially serious consequences. And it is possible that Mrs C may have recourse against the tenant through the courts.

But I don't think it's unfair or unreasonable for AXA to conclude that those actions were not malicious. And so, I don't think it's unfair or unreasonable for them to decline Mrs C's claim.

Mrs C has my sympathy in terms of her experience at the hands of her tenant. I'm sure this whole episode has been extremely upsetting and frustrating for her.

But I can't reasonably require AXA to pay for Mrs C's losses under the terms of her policy.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 11 March 2026.

Neil Marshall
Ombudsman