

complaint

Mr H isn't happy a claim he made under his home emergency policy was declined by Inter Partner Assistance S.A. (trading as AXA Assistance).

background

Mr H made a claim to Inter Partner to have an emergency repair to his roof after a leak occurred, following damage he said had been caused by a storm. Inter Partner sent an engineer to Mr H's property the following day. The engineer reported the roof was in a poor state, making the repair impossible.

Inter Partner referred Mr H to the policy wording and said that a roof had to be maintained to a good standard. Because this hadn't been done, it couldn't be repaired. Inter Partner did offer to pay Mr H £150 towards the cost of repairing the roof. It said that was the amount it would've paid had it been able to carry out the repair.

Mr H disagreed with Inter Partner's conclusion that nothing could be done due to the state of the roof. So Mr H arranged for another independent engineer to take a look at the damage to the roof.

Mr H's engineer reported the damage was likely to have been caused by a storm. This was not what Inter Partner's engineers had found.

Our adjudicator took account of both Inter Partner's and Mr H's engineer's reports and available photos to decide what she considered to be the cause of the damage to the roof. She concluded that it wasn't unreasonable for Inter Partner to decline the claim on the basis that the damage was due to wear and tear.

Mr H disagreed with the adjudicator. He doesn't think he should have to contact his buildings insurer to deal with the damage, but maintains that Inter Partner should repair it.

The complaint has now been referred to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The policy says it covers:

'GOLD HOME EMERGENCY COVER

In addition to the Standard Home Emergency Cover:

Roofing – sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.'

Weather reports from the date when Mr H says the damage occurred do indicate that there was heavy rainfall and high winds at the time. But, that in itself doesn't mean the damage should be covered by Inter Partner. That's because even if a storm or bad weather brought a problem to light, if the roof was already in poor condition from wear and tear or other

reasons, then I don't think it's reasonable to assume that the problem was '*sudden or unforeseen*'.

In this case, Inter Partner obtained the opinion of two engineers on two separate occasions to establish the cause of the damage. They referred to poor installation of the roof and its already bad state. Photos of the roof have also been provided.

The report Mr H obtained stated that in the area of the leak there was no lead flashing '*most likely due to storm damage*'. It says the rest of the roof is in good condition, but this isn't consistent with Inter Partner's engineer's report.

Unfortunately, despite several attempts, we haven't been able to make contact with the person who provided the report for Mr H, and so haven't been able to clarify details of his report, or his qualifications and expertise.

So, based on the evidence, I'm not convinced that the reports obtained and relied on by Inter Partner from its professional engineers – indicating that the roof was already in poor condition – are wrong. As a result, I don't think Inter Partner acted unreasonably in declining the claim on the basis that the damage was due to wear and tear. That's because it wasn't '*sudden and unforeseen*', but something that could and should have been attended to by Mr H in the course of his maintenance of his home (as required under the policy).

Inter Partner has offered to pay Mr H £150 as a gesture of goodwill – which is what it would've cost it to repair Mr H's roof had that been possible. I think that's fair in the circumstances.

my final decision

For the reasons I've given, it's my final decision that I don't uphold this complaint. I make no award against Inter Partner Assistance S.A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 2 November 2015.

Helen Moya
ombudsman