

complaint

Mr and Mrs H have complained about the decision of AXA Insurance UK Plc (“AXA”) to decline their claim for damage to their boiler under their home insurance policy.

background

Mr and Mrs H made a claim under their policy after the service panel of their boiler had blown away from the remainder of the unit, causing additional damage to the flue. The contractor who Mr and Mrs H appointed to inspect the damaged boiler observed that a small pool of oil had gathered in the blast chamber, and that this had possibly been caused by a malfunction of the solenoid valve.

AXA declined the claim on the basis that the boiler unit had blown up due to a gradually operating cause. It considered that wear and tear and mechanical failure were the causes of the damage to the boiler, and noted that the policy contained exclusions to cover where the damage resulted from such causes.

Mr and Mrs H brought a complaint to this service as they considered that AXA should have covered the damage to the boiler because it was caused by an explosion, which is an insured event under the policy.

Our adjudicator concluded that the damage had resulted from an explosion, and noted that such an event was covered under the policy. However, her view was that the explosion was caused by a build up of oil, and that this had occurred gradually. As such, the adjudicator considered that AXA was able to rely on the exclusion to cover for damage due to a gradually operating cause.

On Mr and Mrs H’s behalf, their representative stated that there was no evidence that the explosion of the boiler had resulted from a build up of oil. The representative has highlighted that a loss adjuster was not appointed by AXA to inspect the damaged boiler, and has suggested that the outcome of the claim may have been different if this had occurred. He has commented that Mr and Mrs H have been paying for insurance cover for a number of years, and that in the circumstances Mr and Mrs H consider that AXA should make a payment to them to reflect the damage sustained to their boiler.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr and Mrs H’s policy provides cover for loss or damage caused by a variety of insured events, one of which is explosion. It does not seem to be disputed by AXA that Mr and Mrs H’s boiler experienced an explosion. However, the policy terms confirm that explosion damage is not covered where it results from “*a gradually operating cause*”.

I note that AXA did not arrange for a loss adjuster to inspect the damage to the boiler. However, Mr and Mrs H did forward to AXA a statement from the contractor who they appointed to inspect the boiler, and AXA subsequently spoke to the contractor. The contractor commented in his written statement that he had “*observed a small pool of oil...in the blast chamber.*” He suggested that this may have been caused by a malfunction of the

solenoid valve. When AXA spoke to the contactor, he again confirmed that there had been a build up of oil in the boiler.

The evidence relating to the cause of the explosion of the boiler is in my view limited. However, I consider that the weight of evidence supports AXA's contention that the explosion was the result of a build up of oil, and that this can reasonably be described as a gradually operating cause. Bearing in mind the exclusion to cover noted above in relation to gradually operating causes, in the circumstances my conclusion is that AXA was able to decline to cover damage to the boiler following the explosion.

Mr and Mrs H's policy also includes accidental damage cover. However, exclusions under this section of the policy include damage caused by wear and tear, a gradually operating cause, or mechanical breakdown. My view is that the evidence relating to the boiler indicates that cover for accidental damage was also excluded due to the exclusions relied on by AXA when declining the claim.

I acknowledge Mr and Mrs H's comment that they have been paying for insurance cover over a number of years, and that the damage they suffered to their boiler represented a genuine loss. However, the policy terms confirm the extent of cover provided when loss or damage occurs. Whilst I am sorry to learn about the damage experienced to Mr and Mrs H's boiler, my view on balance is that AXA's decision to decline the claim on the basis of the exclusions cited was not an unreasonable one.

my final decision

My final decision is that I do not uphold this complaint, and I make no award.

John Swain
ombudsman