

## **The complaint**

Mr O and Mrs O complain AXA Insurance UK Plc (AXA) unfairly declined to settle their claim on their home insurance policy. And they were unhappy with the way their claim was handled.

References to Mr O or Mrs O, will include the other.

AXA are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As AXA have accepted it is accountable for the actions of the intermediary, in my decision, any reference to AXA includes the actions of the intermediary.

There are several parties and representatives of AXA involved throughout the complaint but for the purposes of this complaint I'm only going to refer to AXA.

## **What happened**

In October 2023 Mrs O made a claim on her home insurance policy after a leak from a pipe caused water damage to rooms inside her home.

AXA's approved surveyor attended the property and reported damage in the bathroom, landing, lounge, dining room and hallway. It said the damage found had happened over time and concluded it was not consistent with the recent escape of water. It said damage that had happened over time was something Mrs O's policy didn't cover for.

AXA declined to settle Mrs O's claim. However, it accepted it had failed to respond to Mrs O's concerns in a timely manner and paid £25 for its failure to keep to the timescales it had given.

Because Mrs O was not happy with AXA, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said the surveyors report was clear that the one-off escape of water had not caused the damage being claimed for. They said AXA had fairly declined to settle the claim as damage over time isn't covered under the policy.

As Mrs O is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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 saw that Mrs O initially made a claim on the home emergency part of her home insurance policy when she had a water leak from a pipe. And then made a claim on her home buildings policy for the damage caused by the leak.

Most building and contents insurance policies will only cover damage caused by a specific listed event. This is known as an 'insured peril' or 'insured event'.

I understand that Mrs O believed the damage to her home was caused by the leak to the pipe that was repaired on 10 October 2023. And AXA declined to settle her claim because it said the damage had not occurred as a result of that leak.

I'd expect to see either a report or opinion from a qualified expert to support AXA's decision. In this case AXA provided evidence by way of a report from its approved surveyor.

I looked at the report along with the photographs taken. The report details the damage found in the bathroom, landing, hall, lounge and kitchen. The photographs show evidence of mould and deterioration in these areas. There is evidence of previous repairs in the bathroom and the bath panel was bowing. Deterioration of plasterwork was also found. The report said the damage found was not consistent with the recent one-off escape of water. It concluded it was damage that had happened due to condensation and the damage to the dining room ceiling was as a result of overflowing water whilst washing.

I looked at the terms and conditions of Mrs O's policy. It says:

*"General exclusions*

*9 Gradual damage/deterioration/maintenance*

*Any loss or damage caused gradually or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your buildings and its contents."*

Mrs O has questioned how the surveyor knew that the damage was not caused by the leak. She said if the surveyor had come out earlier a true reflection of the damage caused by the leak would have been seen. The leak was reported on 10 October 2023 and the survey took place on 1 November 2023. This is approximately three weeks after the leak.

Whilst I have considered what Mrs O has said, we normally give the greatest weight to independent expert reports. I'm not convinced the mould and other deterioration was caused in such a short timescale. I'm persuaded by the specialist report that the damage in this claim was not caused by the leak. I haven't seen any evidence to the contrary of the surveyor's findings and therefore I'm satisfied that the correct decision has been made by AXA and Mr and Mrs O's claim was declined fairly.

I saw evidence that AXA explained to Mr O by phone on 10 of November 2023 that their claim had been declined. I think this is a reasonable time after the surveyor completed the assessment at their property. However AXA did not keep to the timescale agreed when Mrs O brought her concerns to it. I have seen that AXA have paid her £25 for not responding in the agreed timescale. I think this is fair.

I recognise this matter has caused Mr and Mrs O some distress and I can assure them that I have taken this complaint very seriously. However after considering the evidence provided I think AXA acted fairly in declining their claim under the terms and conditions of the policy.

Therefore, I do not uphold Mr and Mrs O's complaint and do not require AXA to do anything further in this complaint.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O and Mrs O to

accept or reject my decision before 1 November 2024.

Sally-Ann Harding  
**Ombudsman**