

## **The complaint**

Miss M complains that AXA Insurance UK Plc ('AXA') declined a claim made on her home insurance policy.

References to AXA include its agents.

## **What happened**

In January 2024 Miss M contacted AXA to make a claim as she noticed a displaced tile in her bathroom.

Miss M contacted AXA again in February 2024 to complain, as she hadn't heard anything more on the claim. In response, AXA agreed to pay Miss M £150 compensation for the delay and lack of communication.

Miss M informed AXA she'd had a builder inspect her home who'd found some cracks which they thought could be causing water to get inside the property. AXA said it would investigate the claim as potential storm damage, and in March 2024, it instructed a surveyor to carry out an inspection.

The surveyor believed the damage had been caused by an escape of water consistent with failed sealant or grout. This led AXA to decline the claim because the policy excluded damage caused this way.

Miss M complained about AXA's decision, and it provided a final response in May 2024 in which it maintained its decision to decline the claim. But it invited Miss M to provide any further evidence she had.

Our investigator didn't think AXA had acted unfairly. She thought AXA had reasonably shown the damage had been caused by failed sealant or grout which under the policy terms allowed AXA to decline the claim. And she didn't think Miss M had provided enough to show something else had caused the damage instead.

Because Miss M didn't agree, the complaint was referred to me to decide.

## **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.

Having done so, while I understand Miss M will be disappointed by this, I've decided not to uphold the complaint. I'll explain why.

I've looked at the terms of the policy. The policy only provides cover for losses caused by certain defined events such as fire, storm, flood, and escape of water.

So, for the damage to have been covered, it would have needed to have been found it was caused by one of the defined insured events.

Miss M appointed a builder, who I understand found cracks in the building and thought that might be causing water to get in. But I haven't seen evidence to show it was established what had caused those cracks, or if they were found to have been linked to the damage to the bathroom.

AXA decided to investigate the claim initially as storm damage. But I haven't seen anything to show Miss M had said she thought the damage had been caused by a storm, or any reason why AXA suspected it might have been caused by storm. It appears AXA simply categorised it as this initially so that it could instruct a surveyor and progress the claim.

AXA has provided a copy of the surveyor's report. This report includes photos of the bathroom and tiles and states the insured cause was escape of water. The report doesn't mention failed grout or sealant. However, AXA queried this with the surveyor, who I can see replied confirming they believed the loss was caused by water going behind the back of the bath, consistent with failed sealant or grout.

The policy does cover escape of water. But only if the water has escaped from fixed indoor pipes, boilers, water tanks or toilets. The policy also specifically excludes damage caused by a lack of or failure of sealant or grout.

Miss M was invited to provide any further evidence. Miss M has provided a plumbers quote and invoice, but I can't see analysis or commentary as to the cause of the damage on the additional evidence provided by Miss M.

So, on the evidence provided, I think it's likely the damage was caused by failed sealant or grout. AXA appointed a surveyor who carried out an inspection at the property and found this to be the cause. I don't think it's an unreasonable or unlikely explanation as to what caused the damage, and I don't think Miss M has provided sufficient evidence to show the damage was caused by something else.

Miss M says she first reported a problem with a tile in her bathroom in July 2023 and at that time AXA told her it was subsidence and to monitor it and not touch it or do anything more.

Miss M has provided an itemised phone bill which I think shows she did call AXA in July 2023. Miss M requested a copy of this call, but I understand AXA couldn't retrieve it. And although Miss M made a subject access request for the call notes, I understand there was no record provided of what was discussed during this call.

I acknowledge Miss M says she was told at the time the problem with this tile was caused by subsidence. But Miss M has maintained throughout she doesn't think her property has been damaged by subsidence and I think it's unlikely AXA would have been able to conclude subsidence was the cause of damage based only on a phone report. Generally, it would require a surveyor's inspection and potentially further investigations such as level monitoring to be carried out for an insurer to establish subsidence as the cause of a loss.

Miss M believes the damage may have worsened after her call in July 2023. However, there is no evidence of the bathroom's condition at that time or that the cost of repairs later increased as a result. If the cost had risen, I would also need to consider whether AXA should have acted differently and whether Miss M took reasonable steps to prevent further damage. But based on the evidence available, I can't conclude that the damage deteriorated or that AXA should have responded differently.

So, based on these points, I don't think AXA unfairly declined the claim based on the policy exclusion for damage caused by a lack of or failure of sealant or grout.

There was a period of approximately one month of apparent inactivity on the claim after the notification in January 2024. AXA agreed to pay Miss M £150 compensation for this, which I think was a reasonable amount. Miss M says she didn't receive this payment. But, I understand this has now been resolved with AXA making the payment, and paying a further £100 to account for the delay, which I think is fair.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 14 March 2025.

Daniel Tinkler  
**Ombudsman**