

The complaint

Mr and Mrs D complain about how AXA Insurance UK Plc settled a claim they made on their home insurance policy.

Reference to AXA includes its agents.

What happened

Mr and Mrs D's home suffered from damage caused by subsidence. They made a claim to AXA on their home insurance policy which AXA subsequently accepted and arranged for repairs to the property and for the property to be made secure.

Mr and Mrs D complain about how AXA settled that claim. Specifically, they're unhappy AXA removed some vegetation which was deemed the cause of the subsidence. They think AXA should pay for the cost of replanting sufficient vegetation, because it acted as an important privacy screen and boundary to their property. AXA didn't think this was something it needed to do.

AXA didn't change its stance. It said it was entitled to remove the vegetation as it was the most cost-effective way of making sure the property didn't suffer from future instances of subsidence. It said the vegetation that was removed wasn't insured against needing to be removed, so it wasn't going to replant anything, or pay for Mr and Mrs D to do so.

Unhappy, Mr and Mrs D brought their complaint to us.

One of our Investigators recommended it be upheld. They thought the policy covered damage to the structure of the property, and this included hedges. So, they thought, because the structure had suffered damage from an insured event (subsidence), AXA needed to pay for its reinstatement to put Mr and Mrs D back in the position they were in before the subsidence damaged their property.

Mr and Mrs D agreed with this assessment. AXA didn't and asked for an Ombudsman's decision. It says there's no cover for the replanting of the vegetation under the policy.

I issued a provisional decision which said I was thinking of not upholding Mr and Mrs D's complaint. It said:

- *Mr and Mrs D's policy covers them for damage to their building if caused by an insured event. Subsidence is one such event.*
- *The policy also defines building as "the structure of the home including fixtures and fittings and the following if they form part of the property... Walls, gates, fences, hedges, terraces, patios, drives, paths, artificial lawns, statues, decking, railings, gazebos, pergolas."*
- *There's clearly been damage caused by subsidence, and so Mr and Mrs D have a valid claim. But it's ultimately AXA's decision how to handle that claim. But that*

decision is one that must be made fairly.

- *I'm satisfied AXA's decision to remove the vegetation that was causing the subsidence was a reasonable step to take to ensure the repair was lasting and effective – something it's required to do. I'm aware other solutions were available which would have not resulted in the vegetation being removed, but I'm satisfied AXA was entitled to choose the option it did.*
- *Unlike our Investigator, I don't think AXA needs to pay for any reinstatement of the vegetation. It wasn't damaged by the subsidence, or any other cause listed in the policy – it was removed as part of making the main building secure and so its reinstatement is something the policy doesn't provide cover for.*

AXA didn't respond to that decision. Mr and Mrs D asked if AXA would be reimbursing them for the cost of the stump grinding following the removal of the tree. They say this was only necessary because of AXA's decision to remove the trees in the first place, so think it's a cost AXA should cover.

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, my decision remains the same for the same reasoning set out above.

I understand Mr and Mrs D's point in relation to the stump grinding, but as with the reinstatement of the vegetation, this isn't something the policy provides cover for. The removal of the trees was done to allow a lasting and effective repair. That was done by removing the main body of the tree. It's not responsible under the policy for the stump grinding because this doesn't serve to prevent the property suffering from further issues of subsidence.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 7 March 2025.

Joe Thornley
Ombudsman