

## **The complaint**

Mrs C and Mr C complain about AXA Insurance UK Plc's ("AXA") decision to decline their claim under their home insurance policy.

Mr C has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mrs C or Mr C as "Mr C" throughout the decision. Mr C is being represented in this complaint by a loss assessor, who I'll refer to as LA.

## **What happened**

The background to this complaint is well known to the parties, so I won't go into too much detail but will summarise the key points. Mr C says he noticed tiles lifting in his bathroom, so he called AXA to make a claim. AXA appointed a loss adjuster - who I'll refer to as company B - to carry out an inspection and provide a report with their findings. Company B determined there had been an escape of water but found that Mr C had known about the issue around two months before and hadn't done anything about it. They also found the issue wasn't consistent with a single event of an escape of water and had been ongoing longer than two months. AXA declined the claim on this basis.

Mr C then appointed LA and they complained about the decision to decline the claim and customer service issues. AXA maintained their decision to decline the claim but paid £75 compensation for the lack of communication which led to Mr C having to chase for an update. The LA responded and challenged AXA's decision to decline the claim. This led to AXA appointing in-house experts to assess the claim as well as appointing another loss adjuster. One of the in-house experts then attended Mr C's property together with the loss adjuster to carry out an inspection. The in-house expert then provided a report to AXA saying the issue was caused by poor workmanship and design as well as general wear and tear. AXA then declined the claim on these grounds.

Our investigator looked into things for Mrs C and Mr C. Originally, our investigator upheld the complaint and recommended AXA settle the claim for the bathroom and trace and access, as well as £150 compensation for unfairly declining the claim. AXA provided further information, and our investigator then issued another view recommending AXA instead reconsider the claim and pay £150 compensation for unfairly declining the claim. AXA then provided a further claim decision in which they declined the claim based on the issue having been caused by poor workmanship and general wear and tear - both of which were excluded under the policy. Our investigator then issued a further view, not upholding the complaint. LA disagreed so the matter has come to me for a decision.

## **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, I've decided not to uphold the complaint. I understand Mrs C and Mr C will be disappointed by this but I'll explain why I have made this decision.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. The dispute here relates to AXA's decision to decline Mr C's claim and the reasons for it. While the original decision to decline the claim was based on AXA's view that the escape of water had been ongoing for a period of time and Mr C hadn't taken all reasonable precautions and practical steps to prevent loss or damage to his property, that's no longer the reason. The grounds that AXA are now relying on is that the problem was caused by poor workmanship and general wear and tear – so that is what I'm considering here.

My starting point is Mr C's home insurance policy booklet. This sets out the terms and conditions and, under a heading 'What your policy does not cover' it says, "*Loss or damage...arising from the use of defective materials, defective design, or poor or faulty workmanship.*" Also, under a section headed 'General exclusions' it says, "*Loss or damage caused gradually, or by wear and tear...*"

Following the original decision to decline, and representations put forward by the LA, AXA appointed in-house experts, who they described as surveyors, and a separate loss adjuster to reassess the claim. Given the challenges put forward by the LA, I think this was a reasonable step for AXA to take.

AXA's in-house expert attended Mr C's property to carry out an inspection – and I think that was a reasonable step to take to ensure they could provide a thorough assessment of the damage and the likely cause of it. It's clear from AXA's in-house expert's report, they had a range of concerns about the claim. The in-house expert questioned the nature of the alleged cause of the escape of water and referred to a plumber's invoice which described the geberit cistern having two splits.

The in-house expert said, "*Unfortunately, the split cistern was not saved and no photographs were taken to evidence these splits.*" They said the acrylic on these geberits "*...are very thick...covered in a layer of insulating polystyrene, fixed inside a metal frame...It is therefore difficult to comprehend how this could split.*" I do acknowledge AXA's experts weren't able to inspect the split cistern and I acknowledge how this would've assisted in proving whether this had caused the escape of water. But I can't see AXA, during many calls with Mr C, explained he would need to retain this for inspection. So I can't say Mr C was responsible here if AXA were unable to consider this to validate the claim.

The in-house expert went further and said, "*for a split to occur, it needs to be impacted, twisted or freeze and water turned to ice expands.*" They also said, "*Please refer to the photographs I took on site, and note that the geberit cistern looks old, is dirty and scratched, covered in dust and debris and even has cobwebs connected to it. The rusted bolt at the foot of frame hasn't been moved and the frame foot doesn't appear to have ever been disturbed.*" The photo which the in-house expert has referred to here does show evidence of dust and debris, so I think it does support the in-house expert's view of there being evidence of wear and tear.

The report also said, "*For the floor to get as wet as claimed, which included walls around the perimeter of the bathroom and opposite side, the amount of water below the tiles must have been significant. The symptoms, apart from the reported cracks, would be hearing the audible refilling of the cistern that is leaking so significantly, you would hear the water running and the empty cistern would be empty when flushed, there would be no water in it if it was saturating the whole floor and travelling out into the hallway. Yet none of this has been mentioned. Usually the valve or stop cock to the cistern would have been switched off.*"

I can see the LA disputes this and says the cistern was enclosed behind several layers of boards and a layer of tiles and is practically soundproof. The LA says Mr C couldn't therefore report symptoms he wasn't able to see. I do acknowledge the points made by the LA, but I find the in-house expert's comments here to be more persuasive. I say this because, had the cause of the damage been the toilet cistern then, even though I acknowledge Mr C might not have been able to see or hear some of the symptoms because it was enclosed behind boards and tiles, symptoms such as an empty cistern when being flushed would likely have been apparent - but I can't see this has been mentioned by Mr C when reporting the issue to AXA or in discussions with company B.

The in-house expert then considered causation and whether any escape of water was the likely cause of the damage. The report said, *"The floor tiles are Travertine, they are very porous, and must be sealed front and back prior to installation. These tiles getting wet, would not cause them to crack or break. They are supposed to get wet, by virtue they are used to build patios and steps and used by stone masons on the fabric of buildings externally, exposed to inclement weather conditions, wind, rain, snow, ice. Water alone will not break a travertine tile. So we need to look at causation, were the tiles fitted to timber which can expand and contract – No is the answer. They are fitted to a sand and cement screed composition, this does not expand or contract."*

*"Did the tiles have ditra matting introduced in 1987. Although this prevents stress cracks transferring from substate floor composition through the tiled surface, as it has a decoupling design.... No is the answer. The cracks evident in the images are not stress or thermal, but compound. Load from above pushing down. [These] cracks appearing can be exasperated by the tiles being wet. If you look at the images of the floor below where the tiles have been lifted, you will note they had been fitted in a dot and dab fashion, which now doesn't comply with building regulations."*

*"You will note that this room is actually a wet room with a shower head in the ceiling and no shower enclosure or divide. The water just pours on the floor."*

*"The rust on the bolts and metal frame is on the shower side of the partition and not the cistern side of the partition. This would explain and support the fact that the damaged tiles are in the middle of the room and the damp is on the walls closer to the shower as opposed to the WC end. The cracked floor tiles are in pedestrianised areas. This wet room also is not tanked, which is also current building regulation legislation. Cracks simply just do not appear in floor tiles if they get wet."*

*"The dot and dab method has been applied, this explains why grout has dropped out as per the [company B] images. The floor tiles are not wholly supported by an equal depth of tile adhesive, allowing hollow points that will crack with weight applied, particularly if they have got wet, in a wet room."* The in-house expert has provided a photo which illustrates the point they've made about the dot and dab method. This shows areas of the floor, after the bathroom tiles were lifted, which appear uneven and with hollow points.

The in-house expert concluded, *"In my professional view, based on all of the above and my site visit / inspection the bathroom floor has got wet directly due to the shower, this being a wet room. Whether the shower water landed on the floor or the water from the cistern leaked onto the floor, the tiled floor should be unaffected. Travertine floors outside get wet from below and above and do not split and crack when they are fitted correctly. Floors are also mopped with water."*

*"This is design and poor workmanship elements mixed with general wear and tear. I can't see that a policy holder can claim for water damaged tiles in a room specifically designed or*

*intended to be wet. The grout has dropped out because of the dot and dabbing application of adhesive method, with hollow areas. Water has got in and contaminated the adhesive and tiles from below, weakening the composition, with insufficient evaporation ability with residual moisture potentially soaking into the underside of the unsealed travertine tiles. Pedestrian weight on the wet tiles over hollow points has caused them to crack. The rust and wet walls demonstrates that water contamination was from the shower and not the cistern, that wasn't apparently replaced."*

I can see the LA has challenged the in-house expert in this respect and says there are contradictory statements in their report. The LA says the in-house expert, on the one hand has said the cracking of the tiles was caused by water from the shower, but on the other hand has said Travertine tiles simply becoming wet won't cause them to crack or break. The LA also says the in-house expert says water can't penetrate beneath the tiles, yet they've also commented that water has penetrated beneath the tiles.

I do acknowledge the LA's points here, but it appears the in-house expert is saying "...*the bathroom floor has got wet directly due to the shower*" – but they've not made a finding that water from the shower is the main cause of the tiles cracking. The in-house expert is saying the tiles haven't been fitted correctly and have allowed water to enter, but the cracking has been caused by weight being applied on the wet tiles over hollow points. In relation to the penetration of water, the in-house expert is saying Travertine tiles, fitted correctly, won't allow water to penetrate – but they say in this case that has happened due to grout dropping out because of the dot and dab application of adhesive method, with hollow areas – and this has allowed water to penetrate.

The in-house expert doesn't believe there was an escape of water event caused by the toilet cistern and instead believes the bathroom floor got wet directly due to the shower. While company B's report suggested there was an escape of water, the in-house expert has ruled that out following their visit. So, the first point I've considered is whether I think there has been an escape of water caused by a split cistern.

I've already acknowledged that AXA say they haven't seen photos of the split cistern, and it wasn't available to inspect, to prove this was the cause of the damage. But, as I've mentioned, it was for AXA to provide Mr C with the necessary information and support to ensure any items were retained to assist in proving their claim. But there are other factors which AXA are relying on to support their view that the evidence doesn't point towards an escape of water. Firstly, AXA say symptoms which would likely have been apparent, had there been an escape of water caused by a split cistern, weren't raised by Mr C. This, as I've mentioned above, includes signs such as an empty cistern being flushed – the in-house expert said there wouldn't be any water in it if it was saturating the whole floor and travelling out into the hallway.

The in-house expert has also commented on there being rust on the bolts and metal frame on the shower side of the partition as opposed to the cistern side of the partition. The in-house expert has provided photos showing this.

The in-house expert said they would've expected the rust to be on the cistern side had the issue come about due to the splits in the cistern. The in-house expert said, this, coupled with the damaged tiles being in the middle of the room and the damp being on the walls closer to the shower (as opposed to the WC end) would support that the reported issue of the cistern splitting is not the cause of the tiles becoming damaged. So, taking this all into account, I'm persuaded it's more likely than not, the cause of the damage wasn't an escape of water event caused by a split cistern. That being the case, I can't say AXA have acted unfairly in not meeting the costs of any trace and access work arranged by Mr C as they say an insured peril hasn't occurred here. The photos do show the tiles are cracked though, so I've then gone on to consider what has caused them to crack if not an escape of water.

I do find the in-house expert's observations about Travertine tiles, and how they are used externally because of their ability to withstand certain weather conditions, which includes rain, to be particularly persuasive. This supports the in-house expert's argument that, given this feature, water alone would unlikely have caused the tiles to crack. The main dispute therefore between the parties, and what I have to determine here, is whether AXA have acted fairly in declining the claim based on the cause of the damage being attributable to poor workmanship and wear and tear.

The in-house expert has described why they believe the adhesive to the tiles has been applied in a dot and dab fashion and why this was unsuitable. They have also provided an article, from a tiling company, which discusses the disadvantages of using a dot and dab method for tiling. The article says this method involves applying adhesive to only sections of the surface area and the back of the tile as opposed to an even layer, which is the traditional method. It says the dot and dab technique results in the back of the tiles and the surface upon which they are laid on not being completely covered in adhesive. The article says, therefore, *"...there will be gaps where the tile is not secured by any form of mortar which can cause many short term and long term problems."*

The article goes further to discuss what problems are likely to arise and says, *"Moisture damage can be a big problem with tiles that have been applied through the dot and dab method. Even waterproof adhesive cannot compensate for gaps where the area between the back of the tile and underlying surface is not filled. Moisture can cause mould and dampness which over time will not only cause damage to the underlying surface but may also result in the tiles becoming loose."* and in relation to surface weakness, it says, *"Dot and dab tiling does not provide a secure fix on floors. Areas beneath the tile which are not covered with a layer of adhesive will be weaker and therefore more likely to crack under pressure."* And, it's these two observations, particularly the latter, which the in-house expert has also commented on in their report and which they've said has caused Mr C's tiles to crack.

The article also says, *"The dot and dab method actually goes against the British Standard code of practice for tiling."* The relevant standard here is BS 5385: Part 1: 2018 which says in respect of 'Tile Adhesive Coverage', *"A minimum 50% contact area for tile adhesive will not provide sufficient bond strength..."* and *"BS 5385-1: 2018 recommends for large format tiles and ceramic panels, and tiles ribbed, deep keyed or heavily buttoned back profiles, the tile adhesive should be applied using the floating and buttering method i.e. a thin coating of adhesive buttered over the backs should fill the deep keys before placing the tiles..."*

The article I've referred to also supports this and says, *"Here is a recommended way of fixing tiles with adhesive which complies with British Standard guidelines: Begin by spreading an even layer of adhesive across a small section of the substrate with a trowel. Working in small sections will ensure the adhesive will not begin to set before you fix the tiles in place. Butter the back of the tile with adhesive before pressing and twisting into place. This method will ensure there are no gaps between the back of the tile and the underlying surface. Correctly fixed tiles can last a very long time providing they are properly maintained."* So, taking this all into account, I'm persuaded that a dot and dab manner of applying adhesive to tiles in these circumstances would likely cause tiles to crack. Even if I was to disregard the relevant British Standard here, I'm still persuaded by the in-house expert's opinion and by what I've seen in the article. The next point I've considered is whether this application method had been used on Mr C's tiles.

I can see the LA disputes the adhesive has been applied in dot and dab fashion. The LA says, *"the floor composite is a latex self-levelling compound which is accurate to 1 or 2mm throughout the house."* The LA has also provided an opinion from a tiling company which says they inspected the stone (travertine) tiled floor to determine how it had been laid. Their

report says Mr C showed them the affected areas and concluded *"I've been laying tiles for over 25 years and the tiles have been laid correctly in accordance with building regs. These tiles have been applied fully bonded and not applied in a dot and dab fashion."*

Our investigator has forwarded this report to AXA, and they've provided comments from their in-house expert. They say, *"It is also common /normal building practise to level a floor prior to fitting tiles, with a levelling compound, or latex. This takes out the undulations and levels the concrete and screeded composite substrate that you are fitting tiles to. It is evident that this didn't happen, so to ensure a flat finished surface the combed adhesive wouldn't work, as it would just follow the undulations to the existing floor. To overcome this, the tiler would need to dot and dab in the undulations to ensure the finished floor height is even and flat. This is evident with the residual flat blobs of adhesive marks on the concrete screed floor in the deeper undulations between the residual comb adhesive where the floor was less shallow, which also mirrors where the cracks are on the tiles shown in [company B] report."*

I think it's important for me to mention, I'm not an expert in methods used to fix tiles onto a surface with adhesive, so I've decided this complaint on all evidence available, which includes expert reports and opinions, and what I think is more likely than not. I'm more persuaded by the in-house expert's report that the more likely cause of the damage was poor workmanship. I say this because they've gone into much more detail about why they believe the dot and dab application had been used and they've also provided photos which support their findings. I've looked at the photos and there does appear to be, as suggested by the in-house expert, hollow areas which is consistent with what they've described as being evidence of a dot and dab application of adhesive.

The LA says the in-house expert appointed by AXA isn't a surveyor and therefore not suitably qualified to comment on a complex claim such as this. The LA says they, and Mr C, refuse to accept any of the in-house expert's input. I do acknowledge the LA and Mr C have concerns about the in-house expert's qualifications and suitability, but AXA have provided details of the in-house expert's qualifications and experience. And, having considered this, I'm persuaded the in-house expert was suitably experienced to provide an opinion on the cause of the damage. I've also taken into account that the relevant findings made by the expert are supported by other evidence, such as photos and an article from a tiling company.

Taking all the information into account, I'm more persuaded the cause of the damage was poor workmanship. It therefore follows, that I don't think it's unreasonable for AXA to decline Mr C's claim. I wish to reassure Mr C I've read and considered everything he and the LA has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

### **My final decision**

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 29 July 2025.

Paviter Dhaddy  
**Ombudsman**