

## The complaint

Mr and Mrs R complain about AXA Insurance UK Plc's decision to decline a claim on his home insurance.

Both Mr and Mrs R are named policyholders on their AXA policy, so any claim or complaint is brought by them both. But for simplicity, and because most of the information about the complaint has been provided by Mr R, I'll refer mainly to him in my decision.

## What happened

Mr R made a claim on his AXA home insurance in May 2024. He told AXA the shower head on the bathroom shower had come off and water had escaped into the bathroom. This caused damage to the upstairs bathroom, downstairs ceiling and hallway, and downstairs bathroom.

AXA conducted a video call with Mr R to review the damage on 31 May. During the call, AXA's agent told Mr R its surveyor would take over and validate the claim. The surveyor inspected the damage on 10 June. His report concluded the damage was more likely "*failed sealant/grout*" around the shower seal.

AXA declined most of the claim based on its surveyor's findings. It told Mr R his policy excluded loss or damage caused by failure or leak of sealant. However, it agreed to cover the damage to the hallway ceiling, less the policy excess. It also apologised for sending him a version of the surveyor's report that included "*unprofessional*" comments, and offered him £25 for the delay responding to his complaint.

Mr R didn't accept AXA's decision and complained to this service. He wants AXA to pay the claim in full and reimburse his costs. He also wants it to pay compensation for the distress and trauma its decision to decline the claim caused him.

Our investigator didn't recommend that the complaint should be upheld. She found AXA's surveyor's findings about the cause of the leak more persuasive than Mr R's builder's report. She accepted that the main cause of damage was most likely the failed sealant around the shower and this had been present for some time. She thought AXA's decision to decline the claim was reasonable.

Mr R didn't accept this, so the complaint was passed to me to make a final 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.

Page 6 of Mr R's policy booklet says he's covered for "*damage to your property caused by water leaks*." However, the same section goes on to explain that "*damage can occur due to water leaks caused when the sealant or grout around your bath or shower has worn away or failed. It is important to inspect and maintain your property as damage of this nature is not*

*covered by the policy.*" Pages 25 (contents) and 39 (buildings) say the same thing. Page 19 also explains that "*any loss or damage caused gradually or by wear and tear [and/or] mould*" isn't covered.

Mr R reported the leak on 29 May. He said: "*The shower head has, sort of, popped off and we've just had [inaudible] water spouting out of it for about a minute and a half.*" He clarified that this was from when he first noticed water coming through the hallway ceiling, and estimated that water might have been coming from the shower for about ten minutes before this. He removed the shower head and "*capped it off*".

In the 31 May video call, he said the shower head had "*blown some of the tiles off [the wall]*". The video shows the two affected walls had already been stripped of tiles and the shower unit had been removed. The video also shows significant black mould where the tiles had been removed. Given the extent of the damage, I understand why AXA wanted its surveyor to validate the claim.

The surveyor didn't think the damage had been caused the way Mr R said. His report and dictation notes explain how he came to this conclusion. In summary:

- He thought the primary cause of damage was a "*deteriorated shower seal*" in the upstairs bathroom.
- His moisture readings showed the affected floors and hallway ceiling were dry. In his opinion, this wasn't possible if the bathroom floor had been covered in 2-3 inches of water.
- The black mould behind the bathroom tiles was evidence of a long-term problem and wasn't caused by a one-off leak.
- Cracks in the laminate bathroom flooring were also long-standing and not caused by a recent leak.
- He thought the damp in the downstairs bathroom was due to condensation, not a leak, shown by the mould on the bathroom ceiling.
- His observations "*doesn't tally with what was told by the policyholder... [or] consistent with an escape of water 12 days ago.*"

I think the surveyor's findings are supported by the photos in his report. These show dry moisture readings throughout the affected areas and significant mould on the bathroom walls. In a recent email to us, the surveyor pointed out that the damage to the bathroom walls was "*60-70cm above the shower valve and on both walls, not in a pattern under the valve.*" He thought it "*physically impossible*" this could have been caused by a leak from the shower valve. I think Mr R's description of the water spraying from the valve could explain damage above the valve, but I accept the general point. I think the mould and dry moisture readings suggest a much longer term problem.

I think the biggest problem here is that Mr R removed the bathroom tiles and shower unit within two days of the leak and before the video call. This made it extremely difficult for AXA to validate the claim. Mr R said he did this "*during the panic to stop/limit the water escaping.*" In his response to AXA's report he said: "*Additional tiles removed due to damage and causing hazard in an area still being used by the occupants (Removed for safety reasons).*"

AXA didn't accept this explanation and I understand its concerns. I don't see why Mr R needed to remove all the tiles from two walls and take out the shower unit to stop a leak from the shower valve. I think this would have taken longer than a couple of minutes, so this work must have continued long after the leak had been stopped. And while Mr R took some photos of the bathroom floor, hallway ceiling, and light fittings, he didn't take any of the bathroom walls, shower unit, or the commercial dehumidifier he says he used to dry out the

floors and carpets.

Mr R sent us his builder's 'Water damage report' (dated 30 May 2024) to support his claim. Mr R told us this was the "*initial report from our builder who was called to make safe*" and was sent to him in hard copy on or around the 3 June 2024. The report concluded: "*The water damage occurred due to a failed pipe connection to the shower.*" His builder noted high/very high moisture readings in the upstairs bathroom/landing and downstairs bathroom/hallway, and noted that "*dehumidifiers were set up in the affected rooms.*" He also highlighted "*a previous leak due to failed silicone and grout.*"

AXA told us it had concerns about the validity of the report. I also have concerns, as follows:

- Mr R's comment about his builder attending to make the leak safe contradicts what he told AXA at the time.
- In the 31 May video call he said he hadn't needed to call a professional and was able to make the leak safe himself. AXA's record of its phone call with Mr R on 18 June says the same thing: "*[Mr R] explained he works in the construction industry and knew how to stop the leak so no plumber was called.*"
- The report is dated 30 May. That's before the video call with AXA. If his builder had already assessed the damage, I think Mr R would have mentioned it during the call, even if he hadn't yet received the report.
- That's also before the surveyor visit on 10 June. The surveyor didn't mention the report. I'd expect him to have recorded this if Mr R had told him about it.
- I think it unusual for Mr R to have instructed and paid for an expert report so soon after the leak and before AXA appointed a surveyor.
- The report seems to address some of the surveyor's findings. For example, issues with the mould and sealant. That suggests the builder had seen AXA's report (dated 11 June 2024).
- Mr R sent AXA a detailed response to its surveyor's report on 21 June 2024 but didn't mention his builder's inspection or report. Given his builder's conclusion, I'd expect Mr R to have used this to support his argument.
- Mr R says he mentioned the report to AXA "*on no less than 2 occasions and on both occasions we were told that it had to be from a surveyor and not just a builder.*" AXA has no record of this. I think that would be unusual if Mr R had mentioned it. AXA will generally consider customers' own expert reports – even if it disagrees with them – partly because it knows this service will consider them.
- There's no record of the report before Mr R sent it to us on 10 March 2025. He didn't mention it in his original complaint to AXA or this service.

In my opinion, the report wasn't written on 30 May 2024, or any time before AXA's surveyor assessed the damage. I think it's likely it was written more recently.

While I have concerns about when the report was written, it is still – on the face of it – an expert opinion by Mr R's builder. So I've considered what it says. But having done so, I don't think it affects my decision. There's no evidence to support its conclusion that the leak was due to a failed pipe connection and there's no evidence of the high/very high moisture levels. The report doesn't include any photos of the shower unit, shower valve/pipe, displaced tiles, moisture readings, or dehumidifiers. And it doesn't explain how the water could cause such extensive damage behind the tiles if the water pressure blew the tiles off the wall.

We asked AXA whether its moisture readings could have been dry because Mr R used a commercial dryer before its surveyor took these readings. It told us this was "*very unlikely*"

*[because] it can take weeks with commercial machinery to dry a recent escape of water consistent with what the customer has verbalised.*" I think that's a valid point. I also note that Mr R hasn't provided any evidence that he used dehumidifiers. He didn't mention this in the video call, nor is there any sign of them in the call, despite Mr R saying he used them for 48 hours within a day of the leak.

I accept there was a leak. But I think Mr R's actions – removing the tiles and shower unit – made it very difficult for AXA to validate the claim. I'm satisfied that AXA has shown the damage wasn't caused the way Mr R described. Instead, it's shown that the leak and related damage was most likely caused by failed sealant around the shower. That isn't covered by Mr R's policy, so I think AXA's decision to decline most of the claim was reasonable.

AXA accepted the claim for the hallway ceiling. I find it odd that it would accept any part of the claim if it thought the leak was due to failed sealant. AXA told us most of the damage pointed to a long-term problem but *"accepted there was a possibility of a minor leak from the [shower] valve, which could have caused the ceiling damage in the hallway."* It told us it gave him the benefit of the doubt for this part of the claim. In the circumstances, I think that's fair.

There are two other issues I need to address.

First, AXA sent Mr R a copy of its surveyor's report that included comments accusing him of making up the claim. While I recognise AXA had concerns, I think it was entirely inappropriate to send him a report that included these comments. This clearly upset him, as shown in his June 2024 emails. AXA agreed this was unprofessional and apologised. I think that's enough in this case, but I suggest it takes action to prevent this happening again.

Second, AXA agreed to cover the damage to the hallway ceiling but said this was *"subject to the deduction of your £500 policy excess for an escape of water claim."* Mr R's policy schedule shows the 'escape of water' policy excess is £350, not £500. This may make a difference to whether he wants to progress this part of the claim. I'll leave it to him to decide this.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 11 September 2025.

Simon Begley  
**Ombudsman**