

## **The complaint**

Mr M has complained that AXA Insurance UK Plc unfairly rejected an escape of water (EOW) claim for damage under his home insurance policy. Mr M also complains that AXA provided a poor service and caused delays.

## **What happened**

In March 2024 Mr M made a claim to his insurer AXA for damage to his main bathroom and ensuite.

AXA asked Mr M to locate the cause of damage and to provide an estimate for repairs. When Mr M did so, a contractor said the cause of damage was due to a failed thermostat valve from the shower in the ensuite. The estimate for repairs provided by Mr M's contractor was much more than the scope of work (SOW) estimate AXA had calculated when it had carried out an earlier video call with Mr M.

AXA asked Mr M to obtain a second estimate. Mr M didn't agree, so AXA agreed for a Loss Adjuster (LA) to inspect the damage.

The LA provided a report to AXA. In summary the LA reported that the cause of damage wasn't due to the failed thermostat shower valve as indicated by Mr M's plumber's report. The LA said the cause of damage to the bathroom floors was extensive and not consistent with this being the cause of damage. The LA reported that the cause of damage to the bathroom floors was due to poor sealant and grout over a long period of time. They reported that Mr M had advised he noticed the damage to the ensuite in December 2023 and had decided to stop using the ensuite. So he hadn't dealt with repairs when Mr M first identified it.

On the basis of the LA's findings, AXA rejected Mr M's claim as it said the cause of damage to the bathroom floors was due to gradual wear and tear, which was excluded from cover under the policy. It said the damage being claimed for was inconsistent with the failed shower valve being the cause of damage.

Mr M was very unhappy with AXA's decision to reject his claim. He complained about its decision and he said it had caused delays. Mr M said he was frustrated by his dealings with AXA in trying to progress his claim. He didn't agree with the LA's comments as to what was discussed between them.

AXA didn't uphold Mr M's complaint about its decision to reject the claim. It accepted it had at times caused minor delays and some poor service when dealing with the claim. For this it paid Mr M £225 compensation for the distress and inconvenience caused.

Mr M remained unhappy and asked us to look at his complaint. One of our Investigators didn't recommend the complaint should be upheld. He found AXA had properly investigated the claim and reached its decision in a fair and reasonable way.

Mr M disagrees. In summary he says AXA's LA didn't inspect the damage until the ensuite

bathroom was partially stripped back. As water travels downwards it's reasonable to assume the main damage would show in the floor rather than at the point of the failed thermostat valve.

Mr M says he thought the work to the tiled floor was best done in the summer, so he decided to stop using the ensuite when they noticed the water damage. He doesn't agree there was associated damage to the skirting to indicate the damage had been ongoing for some time. Mr M says he noticed the damage to the ensuite skirting when he noticed damage to the main bathroom floor and this is when he contacted AXA, so straight away.

Mr M believes we haven't taken all of the evidence provided into consideration. So the case has been passed 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.

As the Investigator explained, insurers don't provide cover for every eventuality but for specific insured events. In other words, events that happen suddenly and unexpectedly.

Insurers don't provide cover for damage that occurs gradually or due to wear and tear. AXA sets this out under the policy wording, and I don't find this exclusion to be uncommon.

AXA initially carried out a review of Mr M's claim through a video call with him, to show the damage to the bathroom and ensuite. On this basis, AXA calculated estimated repairs costs and asked Mr M to provide two estimates from contractors for the repairs.

When AXA reviewed the estimate Mr M provided, it was for over £8,000 more than its SOW estimate. I don't find AXA's decision to instruct an LA to provide a report at this stage to be unreasonable. I appreciate that Mr M wants AXA to now settle his claim by paying him a cash settlement equivalent to its estimated SOW, but it isn't obliged to do this, as it has relied on the LA's report to reach a decision on the claim.

Key comments from the LA's report are:

*"The area of concern is to the bath panel and the flooring in the En-suite which is consistent with a gradual escape of water from the shower head."*

*"would appear to be from an escape of water from the shower and likely due to failed sealant and grout which has been happening for over a period of months".*

When investigating Mr M's complaint, AXA asked the LA to provide further clarification. The LA wrote:

*"The damage does not appear to be consistent with a one off EOW from the thermostatic shower valve as the surrounding (burnt) wood framing area to the thermostatic controls have no gradual EOW damage, in the same way the flooring has been damaged. There is clear evidence of a visible issue at the property to the skirting in the ensuite, which is noted on the low res PDFs supplied. PH also stated they were aware of an issue to the floor tiling in the ensuite back in December but instead of sourcing and rectifying the issue, the PH decided to stop using the room where the issue was first discovered."*

I have looked at the supporting evidence by way of photos and comments provided by Mr M

and the LA, along with the estimate from Mr M's contractor for repairs and the initial cause of damage report he provided.

Having done so, I'm more persuaded by the LA's report and findings as to the likely cause of damage. I don't think Mr M has shown the cause of damage is due to an insured event. From Mr M's account, it seems a leak was identified some months before he reported it to AXA, he made a decision not to use the ensuite as he decided it was better to carry out works in the summer to the damaged tiled floor, and damage to the floor seems to have extended to the main bathroom until in March 2024, Mr M contacted AXA.

So, taking everything into account, I think AXA's decision to decline Mr M's claim for damage caused gradually was reasonable and in line with the policy.

AXA accepts that at times it caused minor delays. Having reviewed the timeline, and the compensation award AXA paid for the distress and inconvenience it caused, I'm satisfied this is reasonable and in line with awards we give in similar cases.

I understand Mr M will be disappointed with my decision. But from what I've seen, I think AXA has done enough to resolve his complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 July 2025.

Geraldine Newbold  
**Ombudsman**