

### **complaint**

Mr B is unhappy that AXA Insurance UK Plc ('AXA') has not dealt with his claim for damage to his boiler under his Home Insurance policy.

### **our initial conclusions**

Our adjudicator did not uphold the complaint. Our adjudicator did not feel Mr B had shown the damage was caused by an event insured by the policy. Mr B did not agree as he believed the damage to have been caused by frost – an event insured by the policy. Mr B also felt that AXA's appointed agent did not do an adequate job and simply took photos of the boiler when he inspected it rather than removing panels and viewing the internal parts.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr B and AXA have provided.

I accept that the responsibility lies with Mr B to show any damage was caused by an event insured under the policy wording. If he is able to do so, AXA must meet the claim unless it can show the claim is not covered due to any other policy term.

From the evidence provided, I cannot see any evidence that damage was caused to Mr B's boiler by frost. AXA has said the damage was likely caused by gradual deterioration. I appreciate that Mr B is unhappy with the inspection carried out by AXA's agent. But I consider it reasonable for AXA to rely on the opinion of its appointed expert. I can see no evidence from Mr B to show that the appointed expert got the decision wrong. I can only decide based upon the evidence placed in front of me. Therefore I cannot conclude that AXA has acted unreasonably.

**I do not uphold this complaint and make no award against AXA Insurance UK Plc.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 14 October 2014.**

*John Quinlan*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

If Mr B remains of the view that AXA's agent reached the wrong conclusion about the boiler damage, I would recommend he provide AXA with evidence from a qualified expert to show how the damage was caused by an event insured by the policy. Should AXA later agree to meet the claim, I would also expect it to meet the cost of Mr B providing it with expert evidence.

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.