

## **The complaint**

Mr C is unhappy that AXA Insurance UK PLC declined his claim for a collapsed wall under his buildings insurance policy.

## **What happened**

Mr C claimed under the frost damage section of his buildings insurance after his garden wall collapsed. AXA initially declined the claim under the storm damage peril, but offered to consider the claim again if Mr C provided evidence of what caused the damage.

Mr C submitted a report from a stonewall specialist which explained the damage frost could cause to stone walls. AXA didn't respond. When Mr C chased an update, AXA said it required photos. Mr C provided the photos but, again, didn't hear from AXA. He followed up on his submission and AXA told him it hadn't been able to open the document. AXA accessed the photos after Mr C resent them, but it went on to decline the claim.

Mr C complained to AXA because the policy didn't offer any clarity over what it covered in respect of frost damage, or why certain things were covered even though they happened gradually.

AXA issued its final response to Mr C explaining that the policy didn't provide cover for the damaged wall because it had happened gradually. It also clarified the type of frost damage that might be covered under the policy and how that differed to the gradual damage seen in Mr C's garden wall. However, AXA accepted that it hadn't provided the expected standard of service when it failed to get in touch with Mr C for further evidence or to ask for the evidence in a different format. By way of apology, AXA offered Mr C £100 compensation.

Unhappy with AXA's response, Mr C brought his complaint to us.

Our investigator didn't uphold Mr C's complaint. He said Mr C hadn't demonstrated that his wall was damaged by a one-off frost event, and AXA had declined the claim in line with the policy. While there was evidence that AXA failed to provide a satisfactory standard of service, our investigator thought its compensation offer was fair in the circumstances.

Mr C didn't agree, so the complaint was 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.

Having done so, I've decided not to uphold Mr C's complaint and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. My role is to consider the evidence and decide whether AXA handled Mr C's claim promptly and fairly, and whether it declined the claim reasonably in line with the policy.

For clarity, it's not my role to say what caused the damage to Mr C's wall. The key issue of complaint is that Mr C thinks AXA declined his claim unfairly by relying firstly on the storm definition, then on what he deems hidden criteria for frost damage.

The evidence shows that AXA initially declined the claim relying on the policy definition of a storm. I haven't seen anything in AXA's evidence to clarify what type of claim Mr C made at the time, so I see no reason to doubt his position that he didn't report storm damage.

Mr C provided a specialist report and photos as evidence in support of his claim. AXA declined the claim because it said the report confirmed gradual damage. Mr C challenged this directly with AXA and in his response to our investigator's view.

I've looked at the specialist report. It's clear that the content is a general explanation of how frost – with the freeze and thaw effect – can damage stone walls over several seasons. Of particular note is that the report confirms damage happens over time, and there is no direct reference to how Mr C's stone wall was damaged. Therefore, Mr C hasn't provided evidence to show that his wall was damaged during a one-off frost event.

I then looked at how AXA explained its decision to Mr C, some of which I've copied here:

*Your policy includes cover for damage caused by frost, however, it's important to differentiate between two scenarios: the gradual weakening of a wall over time due to repeated frost exposure, which falls under "damage caused gradually" and the non-gradual situation of, for example, a one-time burst pipe caused by frost.*

*We do not anticipate that a one-off incident of freezing temperatures would cause the collapse of a structurally sound wall. Consequently, we are confident that policy liability cannot be applied in this case.*

I think AXA provided a clear explanation to Mr C in response to his complaint, and I'm satisfied that it's a fair and reasonable application of the policy conditions under which it declined the claim. Therefore, I find that AXA declined Mr C's claim fairly and reasonably in the circumstances, and in line with the policy.

Moving on, I've looked at whether AXA handled Mr C's claim promptly. It's clear to both parties that AXA didn't progress the claim when it should've done on every occasion, and Mr C had to chase up action. I accept that would've been frustrating for Mr C.

AXA offered £100 compensation for its service shortfall, but Mr C didn't think it was enough, especially as he'd told AXA about his concerns regarding access to his garden from the road and the risk of danger the rubble posed to his family while using the garden.

I've thought carefully about what Mr C said, but I can't reasonably say AXA had any responsibility for the perceived danger from the rubble or open access. That's because the damage itself was the main factor here, and AXA had already confirmed it wasn't covered under the policy. So, in the circumstances, I find that AXA's offer of £100 compensation was fair and reasonable.

The final point I'll address is Mr C's assessment of his claim against complaints published by this service. He doesn't think his has been considered in the same way. I understand he'll be frustrated that his complaint hasn't been resolved as he would've liked. I take into account the law, regulator's principles, and the way in which this service approaches types of complaints, amongst other things. But I can only consider the specific circumstances of Mr C's complaint. And here, I'm satisfied that AXA declined his claim fairly and reasonably, in line with the policy, for the reasons it gave. Although I don't find that AXA handled the claim promptly, I'm satisfied that its offer of £100 compensation was fair and reasonable in the circumstances. If AXA hasn't already made payment, and should Mr C wish to accept the offer, he'd need to contact AXA directly.

I see no reason to require AXA to do any more in respect of this complaint.

### **My final decision**

For the reasons given, my final decision is that I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 February 2024.

Debra Vaughan  
**Ombudsman**