

The complaint

Mr T and Miss D are unhappy AXA Insurance UK Plc trading as Swiftcover.com (AXA) has declined a claim they made under their home insurance.

What happened

Mr T and Miss D noticed their floor lifting, so they contacted the original installer who resolved the issue. However, the issue reappeared. So, Mr T and Miss D contacted AXA, their home insurance provider, to make a claim.

AXA appointed a surveyor to inspect the flooring. They concluded the issue was being caused by rising or penetrating damp over time.

As damage caused gradually is excluded under Mr T and Miss D's policy, and there was no evidence of any other insured event occurring, AXA declined the claim. Mr T and Miss D raised a complaint with AXA about this and the service received from the surveyor.

AXA's claim decision was maintained. However, they offered £125 compensation for a delay in addressing the complaint, communication issues, and to apologise if Mr T and Miss D were unhappy with the service provided by the surveyor.

Mr T and Miss D remained unhappy and approached this service.

One of our investigators looked into things and didn't uphold the complaint. She said that she didn't think the surveyors' conclusions were unreasonable, and there had been no evidence provided which demonstrated the conclusions reached were incorrect.

The investigator also said that whilst she couldn't conclude with certainty what was discussed with the surveyor at the time, AXA had overall provided a reasonable amount of compensation. So, she didn't recommend AXA do anything further.

Mr T and Miss D didn't agree and asked for a final decision from an ombudsman.

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, whilst I appreciate it will come as a disappointment to Mr T and Miss D, I've reached the same outcome as our investigator.

Mr T and Miss D's insurance policy covers a number of insured events, such as storm, flood and escape of water from a fixed water installation. It also covers the wider event of accidental damage.

AXA considered whether there was evidence an insured event had occurred. However, AXA's surveyor concluded the likely cause was penetrating or rising damp. This isn't an insured event itself, and AXA also referred to the following exclusion applicable to all parts of the policy:

*"Gradual deterioration/maintenance
Loss or damage caused gradually, or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your buildings and its contents."*

At the present time, the only expert opinion on the cause of damage is that of AXA's surveyor. They concluded that, on balance, and in the absence of any evidence to support an escape of water (or other insured event), the cause of the issue was penetrating or rising damp, which occurs gradually, and also isn't a specific insured event. They also noted that the damp proof course had been removed during the previous flooring works that Mr T and Miss D had carried out.

Whilst I do acknowledge Mr T and Miss D's opinion on things and that they don't agree with the surveyor's conclusions, nothing persuasive has been provided to support the conclusions reached were wrong, such as expert reports demonstrating it's not a damp problem. And nothing has been provided which shows another insured event, such as an escape of water, has occurred either. So, in the absence of anything which demonstrates AXA's surveyor reached the incorrect conclusion, or that an insured event has occurred, I don't think AXA have acted unfairly by relying on the surveyor opinion and declining the claim.

However, AXA have also said that if Mr T and Miss D are able to obtain anything which demonstrates the conclusions reached were incorrect, or that an insured event has occurred, they should submit it to them to consider further. I think that's fair and reasonable in the circumstances.

Mr T and Miss D have also said the surveyor told them they were employed by AXA to reject claims and that the claim should be covered. Whilst I acknowledge what Mr T and Miss D have said, I can't conclude with certainty exactly what was discussed as there is no recording of this conversation. But regardless of this, I'm satisfied the surveyor and AXA reached a reasonable conclusion based on all the information I've seen, and it hasn't been demonstrated they reached the wrong conclusions, or any other insured event occurred.

AXA have apologised if Mr T and Miss D found the surveyor unprofessional (but was also unable to establish what exactly was discussed), and they provided £125 compensation for this, communication issues and the delay in responding to Mr T and Miss D's complaint. I think that's fair and reasonable in the circumstances, so I'm not going to direct AXA to do anything further.

My final decision

It's my final decision that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Miss D to accept or reject my decision before 1 November 2023.

Callum Milne
Ombudsman