

The complaint

Mr J has complained about his property insurer AXA Insurance UK Plc regarding a claim he made for water damage at his home.

What happened

Mr J noted a leak in his bathroom in December 2020. He spoke to AXA and it said it would only get involved if there was damage resulting from the leak, it said Mr J could call it back once he had stopped the leak if he wanted to claim. Mr J called it in summer 2021. He said there had recently been a second leak which had caused the floor to fail and start to sink. AXA sent an assessor to Mr J's home to view the area and the damage. The assessor concluded the floor had been damaged over a prolonged period – likely due to failed seals around the shower. AXA declined the claim, noting damage had likely been caused over time and that Mr J hadn't been able to present evidence of either leak repair.

Mr J was unhappy. He said the shower was too far away from the damage for it to make sense that failed seals had been involved and the floor had been fine until the recent leak. He said he had fixed that himself, and whilst a handyman had fixed the leak in December, he had no receipt. He felt the assessor had acted poorly during the visit and on a call with him. That communication with AXA had been poor too. AXA maintained its decline of Mr J's claim and didn't accept most of his concerns about its poor service. But it acknowledged that the call between Mr J and the assessor could have been handled better by the assessor, and that a call with it had dropped. It paid £75 compensation.

When Mr J complained to the Financial Ombudsman Service, our Investigator felt that AXA had, in the main, acted reasonably in deciding and handling Mr J's claim. For the poorly handled and dropped calls, she felt AXA's compensation fairly and reasonably made up for that. So she didn't uphold the complaint.

Mr J was unhappy. He maintained the shower was too far away from the area of floor damage to make the seals the logical cause of damage. He wanted to get his own report but was unable to. He said if AXA had given him better advice in December then he'd have called it back to dry the floor – but it hadn't failed until after the leak in the summer.

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.

I understand that part of the floor is unstable. I appreciate how much of a worry this is for Mr J. And that he feels he can't progress with any make safe or even estimation works unless AXA agrees liability. But I have to look at whether, in the context of the cover Mr J has with AXA, AXA has acted fairly and reasonably.

Mr J has a policy which offers him cover for damage caused by escape of water. And the policy explains, using an example of failed shower seals, that AXA won't be responsible for fixing the cause of the leak itself. The policy also contains general exclusions which apply to

the cover as a whole. One of those is for gradual deterioration/maintenance, explaining that loss caused by, amongst other things, wear and tear and depreciation, isn't covered.

I see Mr J first contacted AXA in December 2020. He said a couple of tiles were cracked and the floor felt spongy but he didn't think the cost of repair would be worth making a claim for, not given the policy excess of £350. He said he'd get the leak fixed and it was left that he would call back if he wanted AXA to do more. I don't think I could reasonably criticise AXA for not doing more at that time; Mr J wasn't sure he wanted to claim and AXA couldn't reasonably have advised him about damage it had little detail of. I also note that AXA, following the report of the second leak, asked Mr J for evidence that he had had this leak repaired. That was so it could consider whether the damage to the floor in summer 2021 could reasonably be attributed to that December incident. But that Mr J was unable to show a repair had been completed.

I can see that the report AXA undertook on the floor when Mr J made the claim in summer 2021 showed it had likely been suffering damage for some time. The grouting seemed to have entirely failed and there seemed to be water staining in the area. The wood under the tiles seemed to be failing/have failed. I can see why AXA felt it was unlikely this damage had only been caused by a recent leak – it is the type of damage associated with long term exposure to water. I can see why AXA wanted Mr J to provide evidence to it that he had found a leak from a pipe and had that fixed. That might at least have pointed towards water damage occurring that Mr J had not known about, if, for example, the repaired pipe had been concealed. That might have helped AXA establish grounds upon which it could reasonably accept the claim. But Mr J was unable to present such, he's said he replaced the pipe himself and so only has evidence of the pipe he bought.

I note Mr J thinks the area of damage is too far from the shower for faulty seals to logically be the cause of the damage. But water can travel once it is outside the confines of something like a shower, either tracked by foot fall or sometimes because of the way a floor has been installed. The gap might be something AXA could reasonably have reviewed further if Mr J had obtained his own expert report detailing the likely cause of damage or even if Mr J had provided it with more detail about the location of the pipe he fixed. But, currently, AXA has an expert report that concludes water has been escaping from the shower due to failed seals, and that this has likely caused the problem with the floor. There isn't anything which seems to suggest that this – water leaking from the shower – happened on one occasion only, causing the damage identified. And, as I've said, the damage in question is of the type which occurs over time by continued and/or repeated exposure to water.

Overall, I think AXA acted fairly and reasonably when it declined Mr J's claim. So I'm not going to make it change that view. I know Mr J wasn't happy with some customer service issues. But, in the main, I don't think AXA failed him. I note AXA accepts that one call could have been handled better, that one was dropped and that it's paid £75 compensation for that. I think that's fair and reasonable and so I'm not going to make it pay anything more.

My final decision

I don't uphold this complaint. I don't make any award against AXA Insurance UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 30 August 2023.

Fiona Robinson
Ombudsman

