

The complaint

Mrs B has complained about her home insurer AXA Insurance UK Plc. She thinks it took too long to dry her property, following a water leak, and has unfairly decided that some damage hasn't been caused by that leak.

What happened

There was a leak in February 2023 and Mrs B made a claim. AXA sent a drying company to Mrs B's home in March 2023 and dryers were then installed. AXA began considering the damage but it felt not all of the damage present in the bathroom and kitchen, which Mrs B was claiming for, had been caused by the leak. Particularly of note, it said it wouldn't pay for the bathroom floor or kitchen cabinets.

Mrs B was unhappy, she felt all the damage had been caused by the water leak, with a toaster and a chopping board being damaged too. She felt the kitchen floor had likely been damaged as well but felt unable to pursue that because the drying company had told her it wasn't related. She noted she'd had costs for a plumber (with AXA having wanted to see a cause of damage report), electrician and a surveyor, plus costs for electricity use to dry the property. She thought AXA could have responded sooner – it shouldn't have taken a month for it to install dryers.

AXA, in a final response, said the available evidence supported its view that the bathroom floor was not covered. It said it might review its position on the kitchen cabinets if Mrs B's surveyor provided further comment. AXA accepted there had been some delays and poor communication, it paid £75 compensation.

When Mrs B complained to the Financial Ombudsman Service, our Investigator felt AXA had failed Mrs B. He made a number of suggestions as to how AXA should put things right. Including paying towards the cost of Mrs B's surveyor's report and considering the claim for the kitchen flooring. He thought though that AXA's decision regarding the bathroom flooring was fair and reasonable.

AXA said it accepted our Investigator's recommendations. Mrs B said she was still unhappy that the bathroom floor wasn't being covered – but she'd accept that position. Regarding the surveyor's costs (£558), Mrs B said she was disputing that outcome. She felt that AXA should be paying at least 75% of that, not just the 25% recommended by our Investigator. She said if AXA had acted in good faith, she wouldn't have had to instruct the surveyor.

The complaint was referred for an Ombudsman's decision.

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 find my view is the same as that of our Investigator. I've set out my reasons below. However, in line with the informal nature of our service, my findings will be brief, not covering every aspect or point of argument in detail – particularly where issues have resolved themselves during the course of the claim and complaint.

With the above in mind, I won't say much here about the bathroom floor. Mrs B did complain about this, but she has accepted the view our Investigator issued in this respect. So I consider that matter resolved.

I noted above that our Investigator made a number of recommendations. AXA agreed to them and Mrs B did not dispute them. I've listed them here – in a situation of a water leak from above, AXA having, or least considering, liability on all these matters makes sense to me. I'm also satisfied it caused delays. So I find the recommendations reasonable. Excluding the surveyor's report costs, the recommendations were:

- Reimburse electricity costs for drying, based on its meter readings or Mrs B's bills.
- Reimburse the costs for the plumber's and electrician's invoices.
- Accept the toaster and chopping board were damaged and pay for replacements.
- Arrange or pay for the kitchen wall units (either side of the cooker) to be reinstated.
- Consider the kitchen floor, including whether or not it's covered as part of this claim.
- Pay a further £75 compensation.

I understand AXA hasn't actioned any of them yet though – that is likely because Mrs B asked for a final decision because she was unhappy about the findings regarding the surveyor's costs. That's not unusual. So I've set out awards for them below, in line with our usual approach, I've included interest to be paid on the reimbursement sums due.

During the claim, when AXA said it wouldn't cover the bathroom floor and kitchen cabinets, Mrs B appointed a surveyor. She's said that cost her £558. Our Investigator felt AXA should pay 25% of that cost (once Mrs B evidenced it) because the surveyor's view on the cabinets had influenced the outcome of the complaint. Mrs B argued the same report had also caused AXA to increase its cash settlement for works regarding another issue – meaning the report had been influential in two out of the three points it had considered – the third being the bathroom floor. Our Investigator wasn't persuaded to make AXA pay more.

I've taken into account what Mrs B has said – that she wouldn't have encountered any costs if AXA had settled the claim more fairly. But I'm not persuaded by this. I think she would always have been upset about the bathroom floor and would likely have wanted to pursue that issue. So I think she would always have had some report costs that would likely never have reasonably been covered by AXA. I think requiring it to pay 25% of the cost she did incur fairly recognises that Mrs B likely incurred some costs on account of its failures. I think requiring it to pay more would ignore the fact that any report like this would always likely have been relatively costly and that Mrs B would, I'm satisfied, always likely have obtained one, even if AXA hadn't refused the costs which it's since settled for or agreed to settle for.

Putting things right

I require AXA to pay Mrs B:

- An amount in reimbursement of her electricity cost to dry the property, plus interest*.
- £315, being £235 and £80 for the plumber's and electrician's invoices, plus interest*.
- An amount equivalent to 25% of the cost for her surveyor's report, subject to proof of that cost, plus interest*.
- £100 for a replacement toaster.
- An amount (based on evidence to be provided by Mrs B) to replace the chopping board.

- An amount to reinstate the kitchen wall units, or if Mrs B wants it to, arrange for them to be reinstated.
- A further £75 compensation, where my total award is £150, £75 of which has already been paid

*Interest is at a rate of 8% simple per year and paid on the amounts specified and applied from the date of any related invoice until settlement is made. HM Revenue & Customs may require AXA to take off tax from this interest. If asked, it must give Mrs B a certificate showing how much tax it's taken off.

I also require AXA to consider Mrs B's claim for damage to her kitchen flooring.

My final decision

I uphold this complaint. I require AXA Insurance UK Plc to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 9 July 2025.

Fiona Robinson
Ombudsman