

## **The complaint**

Mr E complains about AXIS Specialty Europe SE's handling of a claim he made after a window in his house was damaged.

## **What happened**

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Mr E has been represented in making this complaint by a family member. For the sake of brevity, I'll refer below to any information or evidence provided as being from Mr E.

At the relevant time, Mr E's property was covered by a property owners' insurance policy underwritten by AXIS.

He made a claim in late 2023 after a large window at the property cracked – and later shattered. Mr E said this had been caused by a storm.

AXIS said there had been no storm at or around the relevant times. However, they agreed to cover the damage under a policy term which gives cover for breakage of fixed glass.

AXIS sent their contractors to assess the damage. They said the damaged glass could be replaced at a cost of just over £260.

Mr E has a quote for replacement of the whole window, including the frame, at £7,700. AXIS said they'd get their contractors to replace the damaged glass or make a cash contribution of just over £160 (the cost of their contractors replacing the glass, less the excess).

Mr E wasn't happy with this and made a complaint to AXIS – and when they maintained their position, he brought his complaint to us.

Our investigator looked into and didn't think AXIS had done anything wrong.

Mr E disagreed 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.

Part of Mr E's complaint is that AXIS' settlement offer isn't fair – he wants them to pay the £7,700 it cost him to get the window replaced entirely.

He's also unhappy with delays in the assessment and handling of the claim. He says these caused the damage to get worse (the glass cracked at first but later shattered). And he says this led to a dangerous situation, with himself and family members at risk from falling glass.

*The delays and the risks they caused*

Mr E reported the initial damage to his broker on 7 November 2023. He says the storm that caused the damage was on 1 November 2023. That doesn't show any great degree of urgency on Mr E's part.

The broker reported the claim to AXIS on 13 December 2023. Mr E is aware that if he wants to complain about the broker delaying things unnecessarily, he can make a complaint to the broker - and then bring it to us if he's not happy with their response.

I note also that Mr E reports that the cracked glass shattered on or around 25 November 2023 – before the claim was ever notified to AXIS. It's not possible then to blame AXIS for the damage getting worse when the glass shattered.

The day after the claim was reported to them, AXIS sent their contractor to assess the damage. AXIS then sent their proposal for settlement of the claim within three days (on 17 December 2023).

There was a delay in the later correspondence, when an email was sent to an individual at AXIS' agent who was away at the time. AXIS acknowledged that delay and paid £100 in compensation to Mr E.

However, being several months later, that delay had no impact at all on the settlement of the claim or the repairs to the window.

So, there were no delays at all in AXIS responding to the claim – and giving Mr E options for how it could be settled - once it had been notified to them.

And even if there had been any delays at the relevant time, Mr E has made much of the risk of falling glass given his (and his family's) age and vulnerability. However, his policy is a landlord's policy.

So, AXIS were entitled to think he wasn't living at the property, until they were later informed that in fact he was living there.

At that point, AXIS acted very fairly and reasonably in overlooking the fact that the policy was entirely inappropriate given Mr E's situation at the time (I believe he may have *previously* rented the property out).

### *The settlement*

Mr E's own version of events is that the damage was caused by high winds on or around 1 November 2023. There were no storms around that time, nor any winds close to being of storm force.

If the winds at the time caused the damage, that suggests the window had deteriorated and was in a poor state of repair beforehand. Mr E says the window is around 100 years old.

Winds of the speed evident on or around 1 November 2023 would not be expected to cause any damage at all to any part of a building that was otherwise in good condition and well-maintained.

So, if Mr E's explanation of how the damage occurred was correct, AXIS would be entitled to decline the claim. There was no storm (or anything like it) at the relevant time. And the damage was most likely caused because of gradual deterioration or wear and tear in the window.

AXIS however acted very fairly at this point and agreed that the damage might be covered – despite there being no storm – as accidental damage to fixed glass. I note that no-one has identified any “accident” that might have caused the damage, but AXIS interpreted the information they had very reasonably and gave Mr E the benefit of any doubt there may have been.

AXIS’ contractors’ view was that the damaged glass could be replaced, without replacing the whole frame. AXIS offered to carry out that work, but Mr E declined that offer. He had already obtained a quote from his own contractors to replace the whole window, including the frame (this was reported by the broker to AXIS when they first notified AXIS of the claim).

If Mr E had allowed AXIS to attempt to replace the damaged glass – and this hadn’t been possible after all – then I’d have expected AXIS to re-consider their position.

But this didn’t happen, and Mr E had the replacement carried out by his own contractors. That was Mr E’s own choice. But it doesn’t seem to me unfair or unreasonable for AXIS to suggest that they ought to have been given a chance to repair / replace the damaged glass, based on their contractors’ assessment of the situation.

It seems to me that Mr E wants AXIS to pay for the replacement of a very old window – which, if his own explanation of how the damage occurred is to be believed, appears to have been in very poor condition – with a new window costing £7,700.

It’s not unreasonable for AXIS to believe that constitutes significant betterment – which the policy terms do not commit them to providing for Mr E.

So, in summary, I’m satisfied AXIS’ offer to contribute a cash settlement - equivalent to the cost to them of having their contractors repair / replace the damaged glass only - is fair and reasonable in all the circumstances.

### **My final decision**

For the reasons set out above, I don’t uphold Mr E’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr E to accept or reject my decision before 22 October 2025.

Neil Marshall  
**Ombudsman**