

The complaint

Mr and Mrs K are unhappy their claim for damage caused by escape of water was unfairly declined by AXA Insurance UK Plc (“AXA”) under their home insurance policy.

What happened

Mr and Mrs K made a claim when part of their plastered ceiling unexpectedly fell, damaging both their sofa and carpet.

AXA validated the claim and decided to review it virtually by asking Mr and Mrs K what had happened and to provide a video recording of the damaged area.

Based upon the information captured on the video, AXA decided to decline the claim –

- firstly because it couldn't determine a cause for the damage, its final response letter setting out the policy doesn't cover losses that arise due to gradual deterioration, wear and tear or faulty workmanship
- secondly as it said Mr and Mrs K hadn't shown evidence the radiators upstairs had caused the damage.

Mr and Mrs K thinks this is unfair. He arranged for a plumber to inspect the radiator, who confirmed the damage was caused by a leaking pipe which fed the radiator.

Our investigator decided to uphold the complaint. He thinks Mr and Mrs K has shown an insured event has occurred, so he asked AXA to re-consider the claim in line with the remaining terms and conditions of the policy. Given Mr and Mrs K had been inconvenienced, he asked AXA to pay £200 in compensation. AXA disagreed, so the case has been referred to 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.

AXA declined the claim as it said Mr and Mrs K hadn't shown that a leak had caused the incident with their ceiling. In other words, it doesn't think it's clear that an insured event covered by the policy was the cause of the damage.

AXA didn't think the video evidence showed there had been an escape of water.

To persuade AXA, Mr and Mrs K decided to commission a plumber to investigate the leak. They had already explained earlier in the claim to one of AXA's call agents that there are pipes carrying water in the ceiling void above their lounge and they'd had issues before.

I've had a look at what the plumber reported when he reviewed the property. His brief report stated *“repair leak on thermostat on radiator in master bedroom. Repair leak on pipe to*

radiator in master bathroom. Check pipe work under floor for leaks all ok. Damage caused from pipe feeding radiator”.

Given the plumber was the only person (other than Mr and Mrs K) who inspected the property, I find his testimony persuasive. The pipework is above the affected area, so I think it's highly plausible the leak the plumber found was what caused the issues with the ceiling in the lounge.

AXA has said “I accept that the plumbers report states there is damage, but given they are plumbing experts and not builders, their comments about damage could just as easily be confirmation of what the customer has told them”.

AXA has explained that it doesn't think there is any evidence of damp or water, and the evidence shows the ceiling was completely dry. However, I'm not sure how AXA has reached this conclusion as it or its representatives didn't visit the property.

I have viewed the video evidence and it's difficult to really see what was wet and what wasn't. There is a dark patch near the sofa which Mr and Mrs K explained was a damp patch. I think this is possible. I think on balance Mr and Mrs K, through the report provided by their plumber has linked the damage to an insured event. I haven't seen anything that persuades me otherwise, so I uphold this complaint. I don't think AXA has provided evidence that outweighs the plumber's report.

AXA needs to accept there has been an insured event that caused the damage, and it should re-consider the claim in line with the remaining terms and conditions of the policy. As the progress of the claim has been delayed due to AXA not carrying out a thorough review of it, I award £200 for the distress and inconvenience caused.

My final decision

My final decision is that I uphold this complaint. I require AXA Insurance UK Plc to:

- Re-consider the claim in line with the remaining terms and conditions of the policy
- Pay Mr and Mrs K £200 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 5 November 2025.

Pete Averill
Ombudsman