

The complaint

Ms K is unhappy that part of her escape of water claim has been declined by AXA Insurance UK Plc ("AXA") under her home insurance policy. Ms K has had representation during this claim, but for ease and simplicity, I'll generally refer to Ms K.

What happened

Ms K made a claim when a leak in her home caused damage. AXA appointed a contractor to review and validate the claim. AXA accepted a large part of the claim, however, Ms K was unhappy with AXA's approach to one aspect of the claim.

Ms K said AXA had failed to properly assess, validate and approve necessary reinstatement works, and it repeated relied on incomplete or flawed reports.

Ms K appointed an independent assessor who said:

"AXA appointed [a contractor] to assess moisture and advise on drying requirements. However, they failed to take moisture readings directly beneath the tiles in the affected area where the leak occurred. Despite this, AXA has refused to approve tile uplift, claiming it is not necessary. They have since admitted that moisture readings cannot be taken beneath tiles without uplifting them, which clearly demonstrates that Disaster Cares conclusions were unsupported."

"As an independent assessor, I attended the property and took a moisture reading at the affected site, which showed 44.9% moisture—above the industry-accepted threshold of 40% for wet materials. This is clear evidence of trapped moisture in the tiled floor area. I submitted this evidence to AXA on two occasions, but it has been ignored".

AXA said it had conducted thorough readings of the area and felt the lifting of the tiles was unnecessary to restore the property to its original condition.

Our investigator decided not to uphold the complaint. She thought AXA's actions in respect to the claim were fair, and it had based its decision on the expert advice of its contractor. Ms K 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.

Having done so, I don't uphold this complaint. I appreciate this will be disappointing for Ms K, so I'll briefly explain why.

AXA did what I'd expect in a claim like this. It appointed an expert who is experienced at dealing with leaks, drying out properties and assessing claims. I've reviewed the reports and evidence provided by both parties. AXA has provided a cash settlement of nearly £8,000 for the reinstatement work that was required. However, Ms K felt AXA's contractor should've recommended the tiles to be lifted in the hallway, to test for damage and moisture readings.

AXA took readings on the bottom couple of stairs and near the doorway, but Ms K felt AXA has been negligent in not taking readings on the tiles at the bottom of the stairs. Ms K appointed an independent surveyor herself and he tested this area and recorded a damp reading of 44.9% at the bottom of the stairs. Ms K thinks there could be trapped moisture under the tiles.

I've reviewed the communication between AXA and its contractor and I can see AXA has asked its contractor on more than one occasion to confirm its view is correct. The contractor is confident in his opinion that the tiles don't need lifting and any moisture below will dry out naturally. AXA has said if Ms K provides evidence the reading hasn't dropped after the area has been given sufficient time to dry out, it will consider whether it needs to do more. Ms K has asked AXA to appoint another loss adjuster, but AXA doesn't think this is necessary. I agree.

I've reviewed the tiled area and there are no obvious signs of damage caused by excess moisture. If there was moisture, I'd expect to see mould develop quite quickly. I haven't seen any reports by Ms K of mould developing since. I appreciate Ms K's viewpoint that it may have been beneficial to take a reading on top of the tiles, but at this stage, I think it was premature to lift the flooring when it's likely the flooring will dry out naturally overtime.

I also don't think a reading of slightly over 40% shows there is a significant level of moisture under the tiles. It's slightly raised, but not something that's excessive. I think AXA's approach to allow the floor to dry naturally was the right one, but it's left the door open should there be visible signs of damage (e.g. mould or a second reading once the area has had opportunity to dry). In the circumstances, I think this is a reasonable approach. So, I don't uphold this complaint. And I'm pleased AXA has progressed the other parts of the claim.

My final decision

My final decision is that I don't uphold this complaint. I don't require AXA Insurance UK Plc need to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 23 December 2025.

Pete Averill
Ombudsman