

The complaint

Mr and Mrs P complain about AXA Insurance UK Plc's handling of a claim under their home insurance policy.

AXA has been represented on the claim by its agents. All references to AXA include its agents.

What happened

Mr and Mrs P had a home insurance policy with AXA. In March 2022, they notified AXA of damage to their property caused by building works next door. A claim was accepted under accidental damage cover.

The Financial Ombudsman Service looked at a previous complaint about AXA's handling of the claim and an outcome was issued in February 2023 – this acknowledged Mr and Mrs P's decision to pursue the claim outside their policy at that time.

In around March 2023, Mr and Mrs P asked AXA to proceed with the claim under their policy. In April 2023, a Structural Engineer visited the property. In their report, they advised a cost of £500 for the insured repairs. Mr and Mrs P were not happy with the report.

In August 2023, AXA issued a complaint response. It upheld a complaint about its handling of the claim and paid Mr and Mrs P compensation.

Mr and Mrs P then tried to arrange their own agents to inspect and help with the claim, but were unable to find someone. They sent AXA a list of all the damage they felt was caused by the insured event (building works next door). In May 2024, AXA agreed to instruct another expert to attend and inspect the areas of damage Mr and Mrs P reported.

AXA issued a complaint response in May 2024. It confirmed its agreement to send another expert. It apologised for the poor service and paid Mr and Mrs P £300 compensation.

Between May 2024 and June 2024, two Surveyors from different companies attended to inspect the damage. Mr and Mrs P complained again about the handling of their claim.

In July 2024, following the Surveyor attendances, AXA told Mr and Mrs P the only damage it would cover, that had been caused by the insured event, was to the living room and dining room.

AXA also issued a further complaint response in September 2024. It acknowledged Mr and Mrs P said they could provide photos and videos (media) but it said it was not necessary to review this in the circumstances. It said the experts that attended recently confirmed only the living room and dining room damage was attributable to the insured event. It paid Mr and Mrs P £25 for the delay in responding to their complaint.

Mr and Mrs P referred their complaint to the Financial Ombudsman Service. They were unhappy AXA was not covering all the damage they reported. They said this caused them immense stress. They wanted all the damage they reported to be repaired and they felt

they'd been accused of fraud.

The Investigator didn't uphold the complaint. They said the works AXA proposed to cover was fair, and it had paid fair compensation for the delays and poor service.

Mr and Mrs P didn't agree. They said AXA's reports contradicted each other, especially on the matter of damage to the kitchen extension. They also provided many photos and videos which they felt showed all the damage reported was caused by the building works next door.

I issued a provisional decision and in it I said:

"Mr and Mrs P have provided a lot of information in support of their complaint. I assure Mr and Mrs P that I've taken everything they've provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

I appreciate Mr and Mrs P requested a phone call to discuss my decision. However, I must remain impartial, and a call could be inferred as an informal hearing and create an unfairness in our process and it is uncommon for an Ombudsman to call a customer because of this. This is also why, when information is needed, the Investigator is used to obtain this. Ultimately, the Ombudsman can decide if they have enough information to reach their outcome and I have done so in this case.

It's important to explain we aren't technical experts. Instead, we rely on the evidence provided by both parties. Where there is conflicting information or expert evidence, we consider which evidence is more persuasive, on balance, to reach an outcome which is fair and reasonable in all the circumstances. That's what I've done here. I can confirm my review includes the photos and videos Mr and Mrs P provided.

AXA has agreed to cover the cost of works to repair the damage to the dining room and lounge/living room. This is because the Surveyors agreed the damage to these rooms was attributable to the insured event. The agreed works include repair of holes in the wall, removing and replacing wallpaper to the party wall, along with painting of walls, ceilings and skirting. And because the dining room is open plan, AXA has agreed the works will include similar redecoration works to the kitchen and stairwell. I think this is fair in the circumstances, and I've not seen sufficient evidence to persuade me the works AXA agreed to cover, isn't sufficient to address the damage caused by the insured event, to the affected areas.

On the matter of the kitchen, AXA doesn't agree damage was caused by the insured event to the kitchen - it hasn't agreed to cover any works beyond the decoration works (painting) outlined above. So, it hasn't agreed to cover works required to repair any gaps, or any other damage, to the kitchen units and worktops.

I acknowledge the initial Surveyor, in 2023, said it was possible that poor workmanship during building works next door, may have undermined the foundations of Mr and Mrs P's kitchen extension. But two further Surveyor visits took place in 2024, and both Surveyors concluded it was unlikely the insured event caused damage to the kitchen. I accept there is some contradiction here, but I find the conclusions of the two Surveyors, from the different companies in 2024, more persuasive in the circumstances. So on balance, I consider it unlikely the insured event caused damage to Mr and Mrs P's kitchen. And I'm not satisfied the photos and videos Mr and Mrs P provided are sufficient to demonstrate the damage was caused by building works next door. It follows that I don't consider AXA acted unfairly in declining to cover the damage reported to the kitchen.

From what I've seen, the Surveyors concluded any damage to the first floor of the property was not attributable to the insured event. The first Surveyor in 2024 concluded damage was likely due to the age of the property and historic settlement. The second Surveyor concluded there was likely to have been slight deflection over many years. But both Surveyors shared the conclusion that damage was not attributable to the insured event. So, whilst it's not disputed there is damage, I consider on balance, this damage was likely not caused by the insured event. So, I don't think AXA acted unfairly in declining to cover this.

Ultimately, both Surveyors in 2024 concluded the only damage attributable to the insured event was in the living room and dining room. I can see they concluded damage to other areas such as the bedrooms, decking, external walls and bathroom were not attributable to the insured event. I consider the conclusions they reached to be persuasive in the circumstances, and I don't think AXA was required to request photos and videos from Mr and Mrs P, having inspected the property and damage directly on at least three occasions. And having reviewed the photos and videos myself, I'm not persuaded this is sufficient to show the conclusion reached by the Surveyors was unreasonable. It follows that I don't consider AXA acted unfairly in relying on this, to decline cover for damage to areas other than the living room and dining room.

Given that the insured damage is limited to the living room and dining room, and given the works required to repair this damage, I'm not persuaded that furniture/contents storage nor alternative accommodation will likely be required. So I don't consider AXA has acted unfairly in not offering to include this in its settlement.

Mr and Mrs P also said that in declining to cover all the damage they reported, AXA accused them of causing damage and committing fraud. But I'm not satisfied this is the case. I can see AXA made it expressly clear in its communications with Mr and Mrs P, that it has not accused them of committing fraud or lying. From what I can see, it has simply declined to cover parts of the damage Mr and Mrs P reported under the claim. Insurers are entitled to decline cover for damage they don't consider to be covered under a policy, and this doesn't automatically amount to a finding of fraud or dishonesty. The terms of Mr and Mrs P's policy say in the event AXA finds there has been fraud, it may prosecute Mr and Mrs P and void their policy. I can't see that AXA has done this.

I can see there is evidence of poor service from AXA, including some delays, and misleading or contradictory information. But I'm satisfied the total compensation it paid Mr and Mrs P in May 2024 and September 2024 is fair and reasonable in the circumstances. So I won't direct it to do anything else.

Mr and Mrs P have also raised other concerns that I can't see have been addressed by AXA under a complaint, and don't therefore form part of my consideration under this decision. Mr and Mrs P said the £500 settlement offered in 2023 is outdated. This is something AXA has accepted, and in doing so, has asked Mr and Mrs P to obtain quotes for repairing the damage it agreed to cover. Mr and Mrs P said they aren't prepared to arrange works, and they want AXA to do this. But this is something they will need to discuss directly with AXA. And if they're unhappy with AXA's response, they can raise a new complaint."

AXA said it had no further comments to make.

Mr and Mrs P disagreed with the provisional decision. They said there were different conclusions from the three Surveyors AXA relied on, with contradictions, and the more recent Surveyors were not independent. They questioned our ability to understand matters relevant to the complaint and requested a call.

Mr and Mrs P also maintained damage to the other areas, such as the bedroom, kitchen and

render were caused by building works next door. They felt we were supporting AXA and not looking at the damage.

Mr and Mrs P also still felt AXA had accused them of fraud by saying they were trying to claim for unrelated damage. They said they were being prejudiced by the decision and it was affecting their professional reputation.

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 accepted in my provisional decision there was some contradiction based on the respective Surveyor comments. But I explained that I considered the conclusions of the two Surveyors, from different companies, who reviewed matters in 2024, to be more persuasive in the circumstances. I've not seen sufficient evidence to persuade me the two Surveyors, from different companies, were aiming simply to support one another.

On the matter of our technical and building knowledge, I explained in my provisional decision what my role was. I'm referring to this as I accept we are not building experts. But it was the choice of Mr and Mrs P to ask us to look at this complaint, and so that is what we have done within the scope of our own expertise and the parameters of our rules. If Mr and Mrs P are unhappy with my decision, they aren't required to accept it and won't therefore be bound by it. And for the same reasons outlined in my provisional decision, I don't consider it appropriate in the circumstances for me to call Mr and Mrs P.

Mr and Mrs P questioned the conclusions reached by the Surveyors and repeated some of the points they made prior to the provisional decision. Ultimately, in the circumstances, I consider the Surveyor information AXA relied on to be the most persuasive, on balance. So I still don't think AXA acted unfairly in relying on this to decide what it would and wouldn't cover. I note Mr and Mrs P's comments on what they believed caused the damage, and the nature of the property, but I consider this is likely information the Surveyors would have been aware of in reaching their professional conclusions. And I consider the conclusions they reached, on review of the damage itself, to be persuasive in the circumstances.

Mr and Mrs P feel we've supported AXA, but I assure them I've reached my conclusions based on an impartial review of the evidence and arguments presented. I do however, acknowledge Mr and Mrs P's feelings on the conclusions I've reached.

Mr and Mrs P referred to comments they could potentially obtain from other third-parties, and explained they were unable to obtain their own report. As an informal service, it's not practical for us to keep complaints open indefinitely. Because I'm satisfied I have the information I need to reach a conclusion, I've proceeded with my decision. If Mr and Mrs P obtain information they consider to be material new evidence likely to affect the outcome, they can provide this to AXA for it to review.

Finally, on the accusation of fraud, I don't think I can add much more to what I explained in my provisional decision. I've not seen evidence to show AXA accused Mr and Mrs P of fraud, or that it took steps to record such information, or provide information to any other third-parties to this effect. I appreciate that Mr and Mrs P feel accused of fraud, but ultimately, where an insurer has reasonable grounds to decline aspects of a claim, I consider it fair for it to do so. I've explained why I think this was the case in the circumstances of this complaint. And I'm not persuaded this automatically amounts to an accusation of fraud.

Overall, having reviewed the further information, I've come to the same conclusions I

outlined in my provisional decision.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 10 September 2025.

Monjur Alam
Ombudsman