

## **The complaint**

Mr and Mrs B complain about how AXA Insurance UK Plc have handled a claim on their buildings insurance policy

## **What happened**

The events are well known to both parties, so I won't repeat them in detail again here.

In summary, a claim for subsidence was raised in 2015. The cause was addressed and the property was deemed stable by AXA in 2022. Property repairs followed with a final report completed in December 2023. However, in January 2024, Mr and Mrs B raised concerns about further cracks to their property. AXA said they believed this was due to thermal movement. In October 2024, Mr and Mrs B had their own report completed. This didn't think thermal movement was the cause of the cracks. A complaint was raised but it wasn't upheld as AXA didn't think they'd done anything wrong. Still unhappy, Mr and Mrs B brought the complaint to this service.

Our investigator upheld the complaint. They didn't think AXA had acted fairly. They didn't think a desktop review was sufficient and they weren't persuaded the cracks had been caused by thermal movement based on the evidence. AXA appealed. They didn't think their contractors' comments could be considered as they weren't qualified to make a diagnosis. They retained their opinion that the cracks weren't caused by subsidence. They also said Mr and Mrs B had partially underpinned their property since they'd completed their repairs and this would cause differential movement, which meant they wouldn't be able to establish the cause of the cracks. As no agreement could be reached, the complaint has been passed to me to make a final 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether AXA acted in line with these requirements with how they handled Mr and Mrs B's claim.

Having done so, and whilst I appreciate it'll come as a disappointment to AXA, I've reached the same outcome as our investigator.

At the outset I acknowledge that I've summarised their complaint in far less detail than Mr and Mrs B have, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a service, we're not experts in subsidence. So, we have to rely on the information provided to us to come to our outcomes.

AXA has said Mr and Mrs B have had their property partially underpinned. Our investigator put this to Mr and Mrs B and they confirmed this isn't the case. We asked AXA for evidence of the property being partially underpinned and they haven't responded to us. As I've not seen any evidence of the property being partially underpinned, for the purposes of this decision, it's based on that it hasn't been.

AXA have relied on the property being stable in 2022 as to why this isn't a result of the subsidence. I've seen the monitoring reports from 2022 and don't think AXA's conclusion the property was stable wasn't unreasonable. As a result, AXA have concluded the cracks are either as a result of thermal movement, or some other uninsured cause. However, Mr and Mrs B's report doesn't think the cracks are as a result of thermal movement but it doesn't give a suggestion as to what has caused them. Whilst the property may have been stable in 2022, I don't think this rules out that there isn't movement now, which could be due to a different cause to the claim in 2015. It could be an insured event causing the cracks, but it might need to be dealt with under a new claim. Based on all the evidence provided to me, I don't think AXA have treated Mr and Mrs B fairly in not arranging for a subsidence expert to visit the property and complete a detailed report. So, I think AXA should arrange for an independent inspection to take place to diagnose the cause of the cracks.

I appreciate that it must have been frustrating for Mr and Mrs B to have AXA not take any action when further remedial action may be required, either under the existing or a new claim. This will have taken up time in having to contact AXA and be distressing living with the condition of their property. Although this is a distilled version of events, I've considered everything in the round and I think Mr and Mrs B have been caused considerable distress, upset and worry which has taken a lot of extra effort to sort out over several months. In line with our website guidelines, I think the £400 compensation awarded by our investigator is fair and reasonable in the circumstances.

Whilst I don't think AXA told Mr and Mrs B to get a report, the report does support the cracks aren't caused by thermal movement. If the cause of the cracks is found to be an insured peril, AXA should refund Mr and Mrs B the cost of the report.

### **Putting things right**

To put things right, AXA should do the following:

- Arrange an independent subsidence expert to attend Mr and Mrs B's property, complete a thorough review and report on what they believe to be the cause of the cracks.
- Pay Mr and Mrs B £400 compensation for the distress and inconvenience caused.
- Should the cause of the cracks be an insured peril, refund Mr and Mrs B the cost of their report.

### **My final decision**

For the reasons I've explained above, I uphold this complaint and direct AXA Insurance UK Plc to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 10 February 2026.

Anthony Mullins  
**Ombudsman**